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The Solicitors' Journal and Reporter.

LONDON, NOVEMBER 16, 1889.

CURRENT TOPICS.

ON MAKING inquiries we find that the Lord Chancellor has not yet filled up the vacancy among the registrars caused by the retirement of Mr. KOE. His lordship desires to consult the Chancery judges on the subject. What the doubt is, does not appear, but it is a simple calculation to find out how many registrars are required to attend six courts, so that each registrar may be one day in court and one day in chambers. Solicitors rely on the published "rota of registrars" to tell them when they may find a registrar in his chambers, and, as matters now stand, it happens on three days in every week that one of the six registrars who should, according to the rota, be accessible, is in court and cannot be seen.

WE REPORT elsewhere the decision of the court on what we believe is the first case brought before it upon the report of the Discipline Committee under the Solicitors Act, 1888. It will be seen that, although the committee reported that the solicitor had been guilty of professional misconduct, the court adopted their recommendation that, considering the extenuating circumstances, and the complete restitution which had been made by the solicitor, no further action need be taken in the matter. We trust that this may be taken as indicating that in all these cases the court will give full weight to the conclusions arrived at by a tribunal, which, while certainly not disposed to look with leniency on malpractice, is likely to endeavour always fairly to adjust the penalty to the offence.

THE DEATH of Mr. WILLIAM SLATER, the head of the firm of SLATER, HEELIS, & Co., of Manchester, and one of the best-known members of the great body of solicitors practising in that city, deserves more than a passing notice. His career as a lawyer almost covered the period of the rise of Manchester from an insignificant country town to a commercial metropolis and entirely covered the development of the great railway system. There have been few men who could look back over a busy practice extending over sixty-nine years, and still fewer who could say that they had been intimately associated with such extensive commercial revolutions. As has already been stated in the daily papers, he was present, in the capacity of solicitor to the Liverpool and Manchester Railway, on the memorable occasion of the opening of that line, when Mr. HUSKISSON met with his death, and he was one of the most trusted of the Parliamentary lawyers in the palmy days of that branch of the profession. But it is his position as a conveyancing lawyer that chiefly deserves notice in these columns. As solicitor to a large number of important landowners and commercial undertakings in Lancashire he obtained an almost unique reputation for soundness of judgment, skill, and care, in the conduct of affairs. He was pre-eminently methodical and accurate, clear-headed and quick of apprehension; and when a man can add to these attributes an experience of over half a century in the most important class of business, there is little wonder that he should obtain a confidence

almost unrivalled. He was one of the founders of the Manchester Incorporated Law Association in 1838, and served the office of president in 1858. We believe that the late Vice-Chancellor LITTLE was one of his articled clerks.

AN IMPORTANT ADDITION has recently been completed to the registers in the Search Office at the Bankruptcy Court in Portugal-street. A lexicographical index, comprising all receiving orders made in the years 1884 to 1888, both inclusive, for the whole of England and Wales, and including also the orders made in the High Court, has been prepared with great care by the Bankruptcy Department of the Board of Trade. This register enables anyone readily to ascertain whether any particular person of a given address has become bankrupt during that period. The search, even in the case of a name of frequent recurrence, would not occupy more than a few minutes, and an uncommon name would be searched in less than one minute. The advantage of such an index to the public need scarcely be enlarged upon. Solicitors will not fail to appreciate the benefit when they bear in mind the tedious and almost prohibitory nature of the searches at the Bankruptcy Court which have been hitherto possible. It is understood that the year 1889 will be added as soon as possible after the completion of the year in a new volume, and that each year in future will be dealt with in the same manner. The new register just completed is not only lexicographical, which enables a given name to be found with the least possible difficulty, but, where names recur, it is also lexicographical having regard to the Christian names. Whether, however, so thorough an arrangement will be practicable in future volumes remains to be seen. The number of names will necessarily be far less in a volume confined to a single year, and it may be that a lexicographical arrangement having regard to the first vowel in each name will amount to a sufficient dividing up of the entries for practical purposes. It will be borne in mind that in the Central Office judgments, &c., are indexed according to the first vowel in each name. It appears that upwards of 29,000 names have had to be arranged and indexed in the new books, and that the work has occupied the department several months. The new register includes the records from 135 county courts in addition to the High Court in London. It will be remembered that this new accommodation is another outcome of the persevering efforts of the Incorporated Law Society dating from *Re Pope* (34 W. R. 193), in July, 1886, and from the provincial meeting at York in October, 1886, to improve the law as regards unregistered incumbrances on land. When the Land Charges Registration and Searches Bill, 1888, was in Parliament, an objection was taken at the last moment to the sections enacting that receiving orders should not affect land unless registered under that Act, and, in deference to the views of the Board of Trade, the Council of the Incorporated Law Society withdrew those sections from their Bill. It is not easy to see what sufficient reason existed for the opposition to those sections, as the cases in which land is affected must be comparatively few, and it is more for the benefit of the community at large that titles to land should be secure than that secret incumbrances should be kept alive for the possible benefit of negligent bankruptcy trustees or the creditors whose interests are committed to their care. It is to be hoped that some early occasion may be found for supplying this further step in the useful legislation effected by the Act of 1888. A further benefit would be conferred on the public and on the profession if an arrangement could be made for official searches to be carried out at the Bankruptcy Court, similar in character to the official searches secured under the Conveyancing Act and under the Land Charges Act of 1888. The receipt of the extra fees for official searches might be deemed a sufficient inducement to the department to accept this further reform.

SELDEN, in his quaint remarks on the maxim that "Old friends are best," says that "King JAMES used to call for his old shoes; they were easiest for his feet." The old conveyancer in like manner preferred to encase his provisions in forms long tested in practice; they were safest for his clients. The modern conveyancer would seem occasionally to have a tendency to prefer new shoes; if he can get them an inch shorter than the old ones he will do so, not perhaps always mindful of the pinch which may result. It is not unusual to give power in a marriage settlement to the husband or wife to settle, on a future marriage, part of the funds brought into settlement on his or her behalf. There is some difference in the event, on the happening of which the power is to arise. In the established forms in Davidson's Precedents (vol. 3, pp. 781, 784, 895, 904, 1202) and in Key & Elphinstone's Precedents (vol. 2, p. 481 *et seq.*) the power does not arise, when exercisable by the wife, till after the death of the husband, and *vice versâ*. On the other hand, in a more recent collection of precedents of much authority, the forms of the power in question do not contain any reference to the death of the person by whom the power is not exercisable, thus apparently enabling the power to be exercised after a divorce. There are two questions arising on trusts in the latter form—(1) are they valid, and (2) are they expedient? It is of course settled law that no agreement can be made, either in contemplation of or during marriage, providing what is to be done in case of separation or divorce (*Merryweather* v. *Jones*, 4 Giff. 509; *Procter* v. *Robinson*, 14 W. R. 381); and it might perhaps be considered that any provision which had, however indirectly, the effect of enabling something to be done after divorce which could not be done during the marriage, was obnoxious to this rule; but this is not the case. The modern form of the ultimate trusts in a settlement of the fortune of an intended wife on her marriage, giving to her a power exercisable while not under coverture by deed or will, was, it is stated by Mr. DAVIDSON, originally suggested by a difficulty which arose in carrying into effect arrangements connected with a divorce, in consequence of the wife, though relieved of the disability of coverture, being (under the old-fashioned form of the ultimate trusts) unable to bind the fund in the case of her predeceasing her husband; yet we have never heard it even suggested that the modern form is invalid as contemplating divorce. It must probably be considered that the form of power secondly above referred to is valid; but we believe that a contrary view is held by at least one conveyancer of great eminence. We are informed, moreover, that the question of the form to be adopted has been twice decided in chambers during the last few months, and that in each case the chief clerk insisted on the insertion of the words "in case she shall survive her husband." The question whether the omission of these words is expedient, is, we think, open to more doubt. It might be said that if a man who was endeavouring to seduce his neighbour's wife knew that the probable result would be that, on her being divorced, a power would be capable of being exercised in his favour, this would be a strong reason tempting him to effect his purpose. This, however, may be met by a reference to the power of the court granting the divorce to deal with the settlements. But it does not appear to be expedient to insert in a settlement a provision which may probably require to be brought before the court in case of a divorce, and which is wholly unnecessary for the well-being of the parties so long as they behave themselves. At all events we think that the question is worthy of the attention of our readers.

THE CASE of *Leake* v. *Driffield* (reported elsewhere) raises a question which is likely to be of frequent occurrence. As is well known, it was decided in *Palliser* v. *Gurney* (35 W. R. 760, 19 Q. B. D. 519) that a contract entered into by a married woman cannot be enforced against her subsequently acquired property unless she had separate estate at the date of the contract. Such was the construction put upon section 1, sub-sections (3) and (4), of the Married Women's Property Act, 1882, by PEARSON, J., in *Re Shakespeare* (30 Ch. D. 169), and adopted by the Court of Appeal in the above-mentioned case. In *Leake* v. *Driffield* the married woman could not be said to be without separate property at the time of the contract, for she had an interest under a settlement, subject indeed to a restraint upon alienation. And she had clothes which she had bought out of her separate income. But though either of these descriptions of property might have been sufficient to fulfil the requirement of the law, there was another consideration that had to be taken into account. The contract must not merely have been entered into by the married woman, but it must be entered into with respect to, and to bind her separate estate. Upon this sub-section (3) of section 1 is material, which provides that the contract shall be deemed to be so entered into unless the contrary is shewn. This would seem to throw upon the married woman the *onus* of

shewing in some positive way a contrary intention, but the courts have not so construed it, and have let this appear from the mere nature of the property. Thus in *Harrison* v. *Harrison* (13 P. D. 180) Cotton, L.J., said that the fact of the separate estate being inalienable precluded the supposition that the contract of the married woman was entered into with regard to it, and on this principle no property subject to a restraint on anticipation, to which the married woman is entitled at the date of the contract, will be sufficient to attach liability to property subsequently acquired. The question of the clothes seems to be new, but it was treated in the same way. The circumstance that the married woman could not have been supposed to have contracted with the intention of binding them was thought to be sufficient to shew a contrary intention, and though they might be her separate property, yet they could not be made use of to get over the effect of *Palliser* v. *Gurney*. Leave was given to appeal, but the decision seems to fit in with the opinions expressed by the Lords Justices, and if it comes before the Court of Appeal it will not improbably be supported. It should, therefore, be ascertained, in contracting with a married woman, not only that she has separate property, but also that it is not of such a nature as to exclude the idea that she is contracting on the strength of it.

The case of *Buckley* v. *The Royal National Lifeboat Institution*, reported elsewhere, illustrates once more the hardship of the present law as to charitable bequests, but does not seem to depart from well-established principles. The defendant institution claimed to be entitled to certain bonds issued by the Swansea Harbour Trustees, but, unless these were pure personalty, the deed by which they were given was void under the provisions of the former Mortmain Act, or more correctly, Charitable Uses Act, 9 Geo. 2, c. 36. The bonds contained an assignment of various rates, tolls, and dues, and although the rates and tolls were chiefly for passage by water, yet part at least were levied in respect of bridges, and it was conceded that the bridges stood upon land vested in the trustees. The law as to securities of this nature is now well understood, and the numerous cases on it shew that if the bondholder, by exercising his remedies, can entitle himself to any land, or any permanent charge issuing out of land, the bond is then impure personalty and within the provision of the Act (Tyssen's Law of Charitable Bequests, p. 366). This result, indeed, has not been arrived at without difficulty, and is mainly due to the manner in which successive cases have been distinguished from the early decision in *Knapp* v. *Williams* (4 Ves. 429n), where a mortgage of turnpike tolls was held to be within the statute. In *Ion* v. *Ashton* (28 Beav. 379) this was held to govern also the case of bonds charged upon the tolls of a harbour, but such a conclusion was shewn by the Court of Appeal to be wrong in *Re Christmas* (33 Ch. D. 332), and *Knapp* v. *Williams* was rigidly restricted to cases where the tolls involved the use of land. Another class of cases are also cut off on the authority of *Gardner* v. *London, Chatham, and Dover Railway Co.* (L. R. 2 Ch. 201), on the ground that the bond is charged upon the whole undertaking of a company, and, while it entitles the holder to be paid out of the aggregate fund of the earnings, it does not empower him to seize any particular tolls. In the present case it was held that the bonds were charged, not on the general undertaking of the harbour trust, but on specific tolls, and, moreover, that the bondholder, in enforcing his security against these, might find it necessary to receive the tolls for the bridges, and for that purpose to enter into possession of land. It is surprising that charities have not before this found themselves strong enough to get the law put upon a more rational footing.

In the case of *Griffith* v. *Pound*, Mr. Justice Stirling appears to have settled a new point in relation to the consolidation of mortgages. Three mortgages upon separate properties were made by the same mortgagor to the same mortgagee, and in the third, which was subsequent to the Conveyancing Act, 1881, the restriction on consolidation contained in section 17 of that Act was excluded. Subsequently the equity of redemption in the third property was sold, and, soon after the purchaser had taken possession, he was served by the mortgagee with notice to pay off the charge upon it, amounting to over £14,000. This he exerted himself to do, and by the time appointed was ready with the money, and actually tendered it. A few days previously, however, the mortgagee had resolved to enforce his right of consolidation, and had served on the purchaser notice to that effect. Hence the tender, when made in compliance with the original notice, was refused, and the question at once arose whether the mortgagee had exceeded his rights. Mr. Justice Stirling decided that he had not, and, following the argument of Lord Selborne, C., in *Jennings* v. *Jordan* (6 App. Cas. 698), that the mortgages had become, by consolidation, to all intents and purposes one mortgage only, compared the case to that of a mortgagee who first asks for less than the sum due to him, and subsequently, on discovering his mistake, increases his demand. The analogy may not be so clear as it appeared to the court, and, at any rate, the result puts great hardship upon a purchaser of an equity of redemption, who may, after incurring all the expense of negotiating a transfer of the mortgage, find that his efforts have been made fruitless by the mortgagee's change of purpose.

HEARING *IN CAMERA*.

Whatever may be thought of Mr. Justice Denman's decision to hear the case of *Malan* v. *Young in camerâ*, there can be no doubt that it constitutes a startling innovation on the practice of the courts, especially of the courts of the Queen's Bench Division. As to the nature of the case not a great deal has been revealed, but it is an action brought by a late assistant master of Sherborne School against the head master for alleged libels and slanders, and is said to involve disagreeable details. The application to have it heard in private was supported by both sides, and, after consultation with some of his brother judges, Denman, J., was of opinion that he had power to consent to this procedure. A protest, which was immediately made by Mr. Charles Gould, only resulted in a peremptory order to withdraw. This was on Monday. The case subsequently proceeded with closed doors, and was on Wednesday adjourned till next sittings.

It does not appear that there is, so far at least as the old common law courts were concerned, any precedent for the course thus adopted, and, to ascertain whether it can be justified, it is necessary to consider on what grounds and under what conditions it has been allowed elsewhere. Till the present time it would probably have been admitted that the custom of hearing all cases in public, with certain well defined exceptions, had become a binding principle upon the courts, and there have certainly been judges who have thought that no infringement could be made upon it save by the action of the Legislature.

In the old ecclesiastical courts there is no doubt that suits for nullity of marriage, and probably others also, were heard in private, and shortly after these courts were replaced by that established by the Divorce Act (20 & 21 Vict. c. 85) the question arose whether the power to do this was still in existence. The decision was influenced by the fact that in 1859, when the statute 22 & 23 Vict. c. 61 was before Parliament, a clause providing that the court might, where the interests of public decency required it, hold its sittings with closed doors, was rejected. As a matter of fact, it was approved by one branch of the Legislature, the House of Lords, though struck out by the other, and it would be difficult to find in this a decisive intimation of the existing state of the law, even supposing the point was at all suitable for a judge's consideration. However, the Judge Ordinary, Sir Cresswell Cresswell relied on the circumstance as shewing that he was not at liberty to exercise a discretion, and in *Barnett* v. *Barnett* (29 L. J. P. & D. 28) he refused an application, concurred in by both sides, for the case to be heard in private. That was a suit by the wife for judicial separation on the ground of cruelty, and it might possibly be said that the old ecclesiastical courts would have acted in the same way, but a similar decision was immediately afterwards given in *H.* v. *C.* (*Ibid.* 29), which was a suit for nullity of marriage, and therefore clearly one which would formerly have been heard *in camerâ*. On this occasion the Judge Ordinary, who relied on his previous decision, was supported by Williams, J., and Bramwell, B., and the latter regarded it as clear that the court, being a new court, was constituted with the ordinary incidents of other English courts of justice, one of which was that its proceedings must be conducted in public. In consequence of this decision nullity cases were always heard in

open court from 1860 until 1864, when, in *Marshall* v. *Hamilton* (3 Sw. & Tr. 517), the evidence was of such a nature that Sir JOHN WILDE signified a desire that for the future such cases should be heard *in camerâ*, and, with the consent of counsel, this was done. Subsequently legislative sanction was found for the practice in section 22 of the Divorce Act, which provides that the new court thereby established should proceed on the same principles as the old ecclesiastical courts, and in *C.* v. *C.* (1 P. & D. 640) Lord PENZANCE pointed out that this section was an authority for the then existing custom of the court to hear nullity cases in private, though it did not extend to suits for dissolution of marriage, in regard to which the jurisdiction was new.

It is, however, very questionable whether the power of the old ecclesiastical courts to hear cases in private was really confined to suits for nullity of marriage, and, as it must have been founded upon regard for public decency and morality, it was probably exercised where desirable in all cases coming before them. Such, at least, was the opinion of Lord PENZANCE in *A.* v. *A.* (3 P. & D. 230), although he does not appear to have been able to refer to any precedents in support of it. Accordingly in that case he ruled that in every matrimonial suit which, before the passing of the Divorce Act, might have been determined in an ecclesiastical court, it is still competent for a judge having jurisdiction in matrimonial causes, if he considers that the circumstances of the case require it, to direct that the hearing shall take place in private.

So far it is perfectly clear that the power to take cases *in camerâ* depends, in matrimonial matters, on the survival of the practice of the old ecclesiastical courts, and the admission of such survival detracts nothing from the weight of Baron BRAMWELL'S opinion that the custom of public hearing is in general binding upon English courts. It becomes necessary, therefore, to examine on what grounds any other infringement of the principle has been permitted. Hitherto this appears to have been confined to the old Court of Chancery and its modern representatives, and, so far as relates to wards of court and lunatics, the matter obviously stands on special grounds. These are persons in whose private affairs the court, representing the Crown, as *Parens Patriæ*, intervenes, and it would be quite unjustifiable for matters which are purely of private interest to be necessarily made public. Consequently, in such cases, the power of the court does not depend on the consent of both parties, and in *Ogle* v. *Brandling* (2 R. & M. 668) Lord BROUGHAM, C., on the assurance of counsel on one side that a private hearing was proper, directed accordingly, in spite of the opposition of the other side. But in a case of *Re Lord Portsmouth* (Coop. 106), Lord ELDON, C., in 1815, went much further, and said that in the case of family disputes it had always been the practice in chancery as long as the court had existed, on the application of counsel on both sides, to hear them in private; he added, that what was so done was therefore not the act of the judge, but of the parties themselves. But this was clearly a power which the Lord Chancellor regarded as vested in himself, and his *dictum* can hardly justify the extension of the practice at the present day to suits between strangers brought in the Queen's Bench Division.

The only additional exception seems to be that suggested in *Andrew* v. *Raeburn* (L. R. 9 Ch. 522), where it was intimated that in a case in which a public hearing would defeat the whole object of the suit, the trial might be directed to take place *in camerâ*, even against the wish of one of the parties, and this principle was acted on subsequently in *Mellor* v. *Thompson* (31 Ch. D. 55, and see 30 SOLICITORS' JOURNAL, 56) where the Court of Appeal directed an appeal from an injunction to be heard in private. The injunction had been obtained against a solicitor to restrain him from disclosing matters communicated to him by a client, and the court was assured by counsel for the respondent that a public hearing would defeat the object of the injunction. It accordingly directed a private hearing even against the wish of the appellant, the solicitor. Enumerating the above exceptions to the rule, JESSEL, M.R., stated in *Nagle-Gillman* v. *Christopher* (4 Ch. D. 173) that the High Court of Justice had no jurisdiction to hear cases in private, even with the consent of the parties, except cases affecting lunatics or wards of court, or where a public trial would defeat the object of the action, or those cases in which the practice of the old ecclesiastical courts in this respect is continued. It may be said perhaps that a deviation from the law as thus laid down occurred in *Badische Anilin und Soda Fabrik* v. *Levinstein* (31 W. R. 913, 24 Ch. D. 156), which was an action brought to restrain the infringement of a patent. In cross-examination questions were put to the defendant in that case which would have the effect of revealing his secret process, and on his electing to answer them, the hearing was, by Mr. Justice PEARSON'S direction, continued *in camerâ* for three days. But the principle followed here was not dissimilar to that suggested in *Andrew* v. *Raeburn*, as, in the event of the plaintiff failing, the defendant would have been irreparably damaged.

Clearly, therefore, it cannot be said that the record of the cases is in favour of the course adopted by Mr. Justice DENMAN in *Malan* v. *Young*. If we are to assume that the evidence to be produced was of an offensive nature, it is shewn by all the cases in the divorce courts that this by itself would be no reason for a private hearing; the practice there, at any rate, is strictly limited to matters which would have come formerly before the old ecclesiastical courts. As to the object of the suit, an action for libel brought by a man to clear his character, it may rather be said that a public hearing is necessary to it than destructive of it. Moreover, the suggestion put forward by counsel, that third parties might be injured, is one that seems to be quite new, and, if allowed, would permit of numerous suits being tried *in camerâ*. It seems, indeed, that there is no ground, hitherto recognized by the courts, upon which the present innovation can be justified, and against the advice given to Mr. Justice DENMAN on the spur of the moment by some of his brother judges, may be set the specific authorities referred to above. It is possible, of course, that the public hearing might have been attended with danger to the school, but such a consideration would not have been regarded in the absence of the consent of both sides to a private hearing, and, in this respect, it is not clear how the existence of such consent could have made any difference. The fact is that the compliance of the parties to an extent, which, as Lord ELDON said, made the judge merely an arbitrator between them, should have been carried further, and, if it were desired to keep the circumstances of the case private, an arbitration ought to have been decided on in the first instance. When, however, the parties were once before the court, there should have been no escape from the publicity which the plaintiff at least had courted, and certainly not when it is remembered that the alleged libels may, as Mr. GOULD said, have involved matters of direct public interest.

THE WORK OF THE COUNTY COURTS AND OTHER LOCAL COURTS IN 1888.

There are at the present time 56 county court circuits, and courts are held at 501 localities. The number of plaints entered in all the county courts in 1888, including cases from the superior courts, was 1,044,439, as compared with 1,024,107 in 1887. The number of actions determined was 655,965. Judgment summonses were issued to the number of 201,335, and 119,849 of these were heard; 54,995 warrants of commitment were issued, and 6,429 debtors were imprisoned. There were 237,416 executions issued against goods, and 4,659 sales made. The total amount for which plaints were entered was £3,024,964, and plaintiffs obtained judgment for amounts aggregating £1,586,028 debts and £123,589 costs. The fees taken in respect of all proceedings in county courts amounted to £426,213. In addition to this small debts jurisdiction there were proceedings under other jurisdictions as follows—viz., 55 warrants to arrest absconding debtors; 312 actions under the Employers' Liability Act; 169 orders for protection of deserted wives; 1,584 bankruptcy notices and declarations of inability; and 4,367 petitions for receiving orders. All the above figures shew an increase in 1888 over those of 1887, except as regards the fees received, which shew a decrease of £4,335.

County courts equity jurisdiction.—The total number of equitable suits or proceedings in county courts during the year 1888 was 730, of which 230 were for administration of estates and 133 for foreclosure or redemption of mortgages. The amount of the subject-matter was £78,189, and only 3 cases were appealed from.

County courts admiralty jurisdiction. — Under this jurisdiction there were 242 actions or proceedings during the year, and 58 final decrees were made. The vessels sold realized £548, and the costs of sales amounted to £52. There were 39 actions pending at the end of the year.

City of London Court.—In this court 26,775 plaints were entered during the year 1888, and 12,116 cases were determined; 1,716 judgment summonses were issued, and 179 warrants of commitment

issued, but only 18 debtors were imprisoned. Executions against goods were issued to the number of 6,462, but only 75 sales were made. The total sum for which plaints were issued was £114,223, and the fees on all proceedings amounted to £13,445. The court sat on 182 days. The equitable proceedings in this court only amounted to 10 in the year, and the admiralty proceedings to 181.

Borough, hundred, and manorial courts. — Among the twenty-seven local courts having civil jurisdiction, the Hundred of Salford Court of Record heads the list with an issue of 16,522 writs for £150,922. The Bristol Tolzey Court comes next, shewing an issue of 2,227 writs for an aggregate of £12,691, and then the Liverpool Court of Passage, in which 2,037 writs were issued for sums amounting in the whole to £39,187. Of the remaining 24 of these local courts there was no business in 11, and in the remaining 13 the business in most cases shews a decrease.

The Lord Mayor's Court of London.—The number of actions entered in the Lord Mayor's Court was 16,026, shewing, as compared with the numbers of 1887, a decrease of 606, and there were in 1888 also 10 ejectments. The total amount claimed in these actions was £384,891, as against £417,383 in 1887. There were 447 committals issued, and 263 debtors arrested, but only 2 imprisoned. No foreign attachments have been issued during the last seven years. On the equity side of the court 10 bills were filed in 1888, as against a like number in 1887. The fees (exclusive of costs) on all proceedings amounted to £8,748 in 1888 and to £8,848 in 1887.

Stannaries courts.—In 1888 the registrar of the Court of the Vice-Warden of the Stannaries reports that there were 7 creditors' suits, for an aggregate of £466, in 1888, there having been no business whatever in 1887 and 1886, while the whole number of suits in the years 1885 and 1884 was only 6. Under the common law jurisdiction in Cornwall there were 12 proceedings by writ and 6 by plaint in 1888, and there were also 2 petitions for winding up. One appeal was lodged in 1888 and 3 in 1887.

LEGISLATION OF THE YEAR.

SALE OF COAL AND BREAD.

(Weights and Measures Act, 1889 (52 Vict. c. 21), ss. 20–32.)

We noticed Part I. of this Act a fortnight ago. Part II. extends to England and Ireland the substance of the provisions with regard to the sale of coal which, under 1 & 2 Will. 4, c. lxxvi. and 1 & 2 Vict. c. ci., applied only to the cities of London and Westminster and within a distance of twenty-five miles from the General Post Office. The only general provision in existence hitherto is one requiring all coal to be sold by weight, and not by measure, under a penalty of forty shillings. This was contained in the Weights and Measures Act, 1835 (5 & 6 Will. 4, c. 63, s. 9), and was re-enacted by the Act of 1878 (41 & 42 Vict. c. 49, schedule). The provision is now contained, in a slightly altered form, in section 20 of the present Act. This requires all coal to be sold by weight only, except where, by the written consent of the purchaser, it is sold by boat load or by wagons or tubs delivered from the colliery into the works of the purchaser. The penalty for selling otherwise is a fine not exceeding £5.

After this general enactment, the policy of the Act is directed chiefly to the following matters:—(1) The notification to the purchaser of the weight of coal to be delivered to him; (2) the providing of a due supply of weighing machines; (3) power for various persons to require the weighing of coals or vehicles; (4) powers for local authorities to make bye-laws and for the Queen in Council to make local exemptions from the operation of the Act. Of these, then, in order.

1. *The notification to the purchaser of the weight of coal to be delivered to him.*—The sections upon this subject refer to the sale of coal in any quantity exceeding two hundredweight—under the metropolitan Acts the limit is five hundredweight—and make special provision also for the case where the coal is delivered in bulk. In all cases, under section 21, it is necessary for the seller to deliver, or cause to be delivered, or to be sent by post or otherwise, to the purchaser or his servant, before any part of the coal is unloaded, a weight-ticket in a form similar to that given in the third schedule to the Act. If default is made in this, or if the quantity delivered is less than that expressed in the ticket, the seller is liable to a fine not exceeding £5. A similar penalty is imposed on any attendant on the vehicle in which the coal is carried who refuses or neglects to deliver the note, or to shew it, on request, to an inspector of weights and measures or other proper officer. These provisions correspond to those of 1 & 2 Vict. c. ci., s. 3, with the insertion of the permission to send the weight-ticket by post, and with the penalties reduced from £20 to the above amount. Section 22 provides that where the coal is conveyed for delivery in a vehicle in bulk, the seller shall have the weight of the vehicle, as well as of the coal contained therein, previously ascertained by a weighing instrument stamped by the inspector of weights and measures, and shall have the tare weight of the vehicle marked on it in such manner as the local authority shall approve. In such case the weight-ticket is to give a statement of the weight of the vehicle, or of the vehicle and the animal drawing it where both are weighed together with the load, as well as of the coal. The penalty, as before, is a fine not exceeding £5. This provision corresponds with that in 1 & 2 Will. 4, c. lxxvi., s. 49, where, however, the penalty was a sum not exceeding £50, and by section 51 there was a similar penalty if the deficiency of such coal delivered in bulk was over two hundredweight, and one of £10 if less. The latter cases are now covered by section 21. With regard to sales of coal in quantities under two hundredweight, there is no need for weight-tickets, but, by section 24, if any person on such sale fraudulently delivers to the purchaser a less quantity than that agreed to be sold, he is liable to a fine not exceeding £5. A similar penalty is imposed by section 23, in favour both of sellers and purchasers, upon persons in charge of vehicles in which coal is being carried in case they wilfully make any false statement as to the tare weight of the vehicle, or wilfully do any act by which either the seller or the purchaser is defrauded.

2. *The providing of a due supply of weighing machines.*—Under 1 & 2 Will. 4, c. lxxvi., s. 59, proper weighing machines are to be kept within the metropolitan district at every watch-house or police station. It is now provided more generally, by section 26 of the present Act, that the local authority may provide both fixed and portable weighing instruments at convenient places for the weighing of coal, and may appoint proper persons to keep them. The penalty on the keeper of a fixed weighing instrument who refuses, without reasonable excuse, to weigh or re-weigh any vehicle of coal, or does it in such a manner as wilfully to defraud either the seller or the purchaser, is a sum not exceeding £5. Moreover, by section 25, if there is no weighing instrument near a place where coal is sold by retail for delivery at such place, the seller must provide one himself, and must, at the request of a purchaser, or inspector of weights and measures, or other proper officer, weigh any coal before sale or delivery. The penalty for a first offence is a fine not exceeding £2, and subsequently £5. This enactment reproduces the substance of 1 & 2 Will. 4, c. lxxvi., s. 58, which, however, was more stringent in requiring absolutely that no coals under 560 lbs. in weight should be sold without being weighed.

3. *Power for various persons to require the weighing of coals or vehicles.*—The provisions under this head are contained in sections 27 and 29. The former confers power upon any seller or purchaser of coal, person in charge of the vehicle, inspector of weights and measures, and other proper officer to require any coal, or any vehicle used for the carriage of coal in bulk, to be weighed or re-weighed. But for this purpose no seller of coal, or person in charge of a vehicle, is to be required to carry coal beyond such distance, not exceeding half a mile, as may be prescribed by the local authority. Moreover, if the weighing or re-weighing takes place at the instance of the purchaser, and it turns out that the weight originally stated was correct, the purchaser is to be liable for the payment of all reasonable costs incurred. Any person obstructing any weighing or re-weighing is to be liable to a fine not exceeding £5. This section reproduces substantially 1 & 2 Will. 4, c. lxxvi., s. 50, as to the carriage of coals in bulk, and sections 54—57, as to the carriage of coal in sacks; but the object of those provisions is, happily, now attained in a very much smaller compass. Section 29 amplifies the powers already, by section 27, conferred on inspectors of weights and measures and other proper officers, and enables them to enter buildings where coal is kept for sale, and to stop vehicles carrying coal for sale or delivery to a purchaser; they may then test any weights or weighing instruments found in such building or vehicle, and weigh any coal therein or in course of delivery to a purchaser. Any deficiency in weight renders the seller, or the person in charge of the vehicle, liable to a penalty not exceeding £5, and in the event of any person obstructing or hindering an inspector, the same fine for a first offence may be increased to one of £10 for a second.

4. *Power for local authorities to make bye-laws and for the Queen in Council to make local exemptions.*—By section 28 local authorities may make bye-laws in regard to certain matters not expressly regulated by the Act. Such are the sale of coals in quantities not exceeding two hundredweight, the carrying of weighing instruments with the vehicle in which coal is being carried, the distance beyond which coal is not to be required to be carried for the purpose of being weighed or re-weighed, and the fees to be paid for the use of public weighing instruments. It thus appears that the obligation imposed by 1 & 2 Will. 4, c. lxxvi., s. 52, on a carman to carry a weighing machine with his vehicle, except where the coal is being delivered in bulk, is now left to the discretion of the local authority. Section 30 provides that the Queen in Council may exempt any area from the provisions of this part of the Act on being satisfied that more stringent provisions are already in force under local Acts. Application for this purpose must be made by the local authority of the area. The references we have made to the Acts in force over the

metropolitan area appear to shew that they are more stringent than the present Act, and that this section may be applied with regard to the metropolis.

Section 31 provides that this part of the Act, except the provision requiring coals to be sold by weight only, shall not extend to Scotland. It may be noted that the present Act does not reproduce the provision of 1 & 2 Will. 4, c. lxxvi., s. 45, which imposes a penalty for the sale of one sort of coals for another; nor that of section 48 of the same Act, which requires sacks to contain either 112lbs. or 224lbs. net, except where the coals are delivered by gang labour.

The operation of the Act as to bread is limited to the explanation contained in section 32 that nothing in 3 Geo. 4, c. cvi., s. 9, or 6 & 7 Will. 4, c. 37, s. 7, is to make a baker liable for refusing to weigh bread in the presence of the purchaser unless the purchaser requests him to do so. The palpable bull contained in this form of expression we have already noticed (33 SOLICITORS' JOURNAL, 721) and attempted to explain.

Part IV. of the Act contains various supplemental provisions to which it does not seem necessary particularly to refer. It may be noticed, however, that, by section 33, no proceeding or conviction for an offence under the Act is to affect any civil remedy to which the person aggrieved may be entitled.

REVIEWS.

COUNTY COURT COSTS.

PRECEDENTS OF BILLS OF COSTS IN THE COUNTY COURTS; WITH SCALES OF ALLOWANCES AND COURT FEES, ORDERS AND RULES OF COURT RELATING TO COSTS, AND FORM OF OBJECTIONS TO TAXATION. By WILLIAM FRANK SUMMERHAYS and THORNTON TOOGOOD, Solicitors. This Edition by THORNTON TOOGOOD. Stevens & Sons (Limited).

This volume, which is a reprint of a portion of the sixth edition of the larger work by the same authors, entitled "Precedents of Costs in the Chancery and other Divisions," is a very useful compilation which cannot fail to be appreciated by practitioners in the county courts. It contains, besides the provisions of the existing County Courts Act and Rules on the subject of costs, thirty carefully-prepared precedents of bills of costs, arranged with reference to the common law, equity, and admiralty jurisdiction of the county courts. Each of these precedents indicates what costs are chargeable in respect of the various proceedings of an action or matter, in the order in which such proceedings would in actual practice naturally occur, thus facilitating immediate reference. A good index will be found at the end of the volume.

CORRESPONDENCE.

SOLICITORS' AUCTION CONTRACT FEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—The practice of some Bristol solicitors of charging a purchaser on a sale by auction of property with the payment to the auctioneer of a fee of a guinea per cent. on the first £1,000 of the purchase-money, and of a further half a guinea per cent. beyond £1,000, and the like fee to the vendor's solicitor for the contract, is "capped" by that of some solicitors who, on a sale by auction of property in Wales, inserted the following as one of their printed conditions of sale (of which I enclose you a copy). "The purchaser shall immediately after the sale pay to the auctioneers a fee calculated upon the following scale, one guinea for each £100, or fractional part of £100, of the purchase-money up to £2,000. Half a guinea per cent. on the next £5,000 of purchase-money, and a quarter per cent. on the remainder of the purchase-money, and the like sum to the vendor's solicitors for the contract."

If, therefore, the property should sell for £7,000, the purchaser would have to pay, in addition to his purchase-money, a fee of £47 5s, to the auctioneer for running up the purchase-money against him, and £47 5s. further to the vendor's solicitors for filling in a couple of lines in the printed form of contract at the end of the conditions.

Nov. 13. SOLICITOR.

English law publishers are a good way behind their American brethren in originality of advertising. We observe on the back of an American law journal a drawing of a despondent dog, followed by the question "Why is this dog so very sad?" the answer to which is that "His master is an attorney who, having lost his big case of the season, now has no money to buy meat for his family, much less for his dog. Why did his master lose the case? This will be fully explained in the future." No doubt the promised explanation will be that the master omitted to buy the publisher's books.

CASES OF THE WEEK.

Court of Appeal.

PRAED *v.* GRAHAM—No. 1, 13th November.

PRACTICE—ACTION FOR LIBEL—NEW TRIAL—EXCESSIVE DAMAGES—PRINCIPLE ON WHICH NEW TRIAL WILL BE GRANTED.

Action for libel in which the jury awarded the plaintiff £500 damages. Application was made for a new trial on the ground that the damages were excessive. The Divisional Court refused the motion.

THE COURT (Lord ESHER, M.R, and LINDLEY and LOPES, L.JJ.) dismissed the appeal. Lord ESHER, M.R, said that the rule of conduct of the court to which application was made to set aside a verdict on the ground that the damages were excessive, in an action such as an action for libel, was as nearly as possible the same as that on which the court acted when an application was made to set aside a verdict on the ground that it was against the weight of evidence. The rule might be stated thus:—If the court came to the conclusion from all the circumstances that, though the damages were larger than they would have given, yet they could not say that the damages were so large that no twelve reasonable men could have given them, then the court could not interfere. But if the court came to the conclusion that no twelve reasonable men could have given such large damages, then the court would interfere and set the verdict aside. That rule was in substance the same as that stated by Fitzgerald, B., and adopted by Palles, C.B., in *McGrath* v. *Bourne* (10 Ir. Rep. C. L. 160) that no reasonable proportion must exist between the amount of the damages and the circumstances of the case to entitle the court to set the verdict aside. LINDLEY and LOPES, L.JJ., concurred.—COUNSEL, *Lockwood* Q.C., and *Atherley Jones*; *Fillan*. SOLICITORS, *W. Bohn*; *White & De Buriatte*.

HORNSEY LOCAL BOARD *v.* MONARCH BUILDING SOCIETY—No. 1, 2nd and 7th November.

LOCAL GOVERNMENT—LOCAL GOVERNMENT ACT, 1858 (21 & 22 VICT. c. 98), s. 62—EXPENSES INCURRED BY LOCAL BOARD—CHARGE ON PREMISES—STATUTE OF LIMITATIONS (37 & 38 VICT. c. 57).

This was an appeal from the decision of a divisional court (Mathew and Grantham, JJ.), reported 37 W. R. 556, 23 Q. B. D. 149. In 1875 the plaintiffs completed certain works in pursuance of the Local Government Act, 1858, in respect of premises of which the defendants subsequently became owners. The apportionment of the expenses incurred was made in 1885, and demand for them was made on the defendants in 1887. In 1888 this action was commenced in the county court, claiming, under 24 & 25 Vict. c. 61, s. 24, a declaration that the expenses were a charge on the premises and for a sale of the premises to effectuate the charge. The defendants relied on the Statute of Limitations, and also set up that they were purchasers without notice of the charge. The county court judge gave judgment for the plaintiffs, but his decision was reversed by the Divisional Court. The plaintiffs appealed, but

THE COURT (Lord ESHER, M.R., and LINDLEY and LOPES, L.JJ.), having taken time to consider the question, dismissed the appeal. Lord ESHER, M.R, said that the question was as to the construction to be put upon the Real Property Limitation Act, 1874, s. 8. The case of *The Tottenham Local Board* v. *Rowell* (15 Ch. D. 378), which had been followed by *Re Bettesworth and Richer* (36 W. R. 544, 37 Ch. D. 535), had decided that, under section 62 of the Local Government Act, 1858, the expenses became a charge upon the premises in respect of which they were incurred the moment that they were incurred. There could be no doubt that the present action was a proceeding to recover a sum of money charged upon or payable out of land within the meaning of section 8 of the Statute of Limitations. But it was urged that in 1875 there was no person capable of receiving it at that time because the expenses had not been apportioned. But the Act only required a person who had a right to receive the money and was capable of giving a discharge for or release of it. The Act must be read according to the plain and ordinary meaning of the words, and therefore, although in 1875 the local board might not have been able to enforce the payment of the money because the expenses had not been apportioned, yet they had then the right to receive it, and, if so, since they were not under any incapacity, they were capable of giving a discharge for or release of it. The opposite construction would give rise to an anomaly, since it would put it into the power of the local board to postpone their action indefinitely by postponing the apportionment. The Statute of Limitations therefore ran from the time the charge attached to the land, and the plaintiffs were too late in their action. As to the question of purchase without notice of the charge he would say nothing now, as the point became immaterial; but he should hesitate before acceding to the argument that the charge could not be enforced against a purchaser without notice. LINDLEY and LOPES, L.JJ., delivered judgment to the same effect.—COUNSEL, *Shirras Will*, Q.C., and *Macmorran*; *Henn Collins*, Q.C., and *Montague Lush*. SOLICITORS, *Tatham & Hardy*; *W. H. Withall & Co.*

STROUSBERG *v.* SAUNDERS—C.A. No. 2, 7th November.

COSTS—TAXATION—OBJECTIONS—ALLOWANCE OF ITEMS BY TAXING MASTER AFTER DISALLOWANCE IN THE FIRST INSTANCE—SUMMONS TO REVIEW—CROSS OBJECTIONS—R. S. C., LXV., 27, SUB-RULES 39, 41.

A question arose in this case as to the right of a person who is dissatisfied with the decision of a taxing master to apply to the judge to review the taxation, without previously carrying in written objections to

the master's decision. Sub-rule 39 of rule 27 of order 65 provides that "any party who may be dissatisfied with the *allowance or disallowance* by the taxing officer, in any bill of costs taxed by him, of the whole or any part of any items, may, at any time before the certificate or allocatur is signed, deliver to the other party interested therein, and carry in before the taxing officer, an objection in writing to such *allowance or disallowance*, specifying therein by a list, in a short and concise form, the items, or parts thereof, objected thereto, and the grounds and reasons for such objections, and may thereupon apply to the taxing officer to review the taxation in respect of the same." By sub-rule 41, "any party who may be dissatisfied with the certificate or allocatur of the taxing officer, as to any item or part of an item which may have been objected to as aforesaid, may, within fourteen days from the date of the certificate or allocatur, or such other time as the court or judge or taxing officer, at the time he signs his certificate or allocatur, may allow, apply to a judge at chambers for an order to review the taxation as to the same item or part of an item, and the judge may thereupon make such order as the judge may think just; but the certificate or allocatur of the taxing officer shall be final and conclusive as to all matters which shall not have been objected to in manner aforesaid." In the present case the plaintiff had been ordered to pay to one of the defendants the costs of a motion in the action. On the taxation of the costs the taxing master expressed his intention of disallowing certain items in the bill. The defendant carried in objections in writing to the disallowance, and the taxing master then came to the conclusion that his original view was erroneous, and allowed the items. The plaintiff did not carry in objections to the allowance of the items, but took out a summons to review the taxing master's certificate. Stirling, J., held that, as the plaintiff had not carried in objections to the allowance, the summons could not be entertained. On the appeal it was urged that it was sufficient that objections had been carried in by the defendant.

THE COURT (COTTON and FRY, L JJ.) affirmed the decision. COTTON, L J., said it had been contended that the only object of a written objection was that the judge might know what were the items objected to. In his lordship's opinion that was not the only purpose of the objections; it was intended that the objecting party should state his reasons, so that he might be confined to the points which he had raised before the taxing master. Sub-rule 39 required that he should state "the grounds and reasons" for his objections. The right of appeal to the judge depended on this. If the plaintiff had carried in objections it would have been the duty of the taxing master to reconsider his decision. It was argued that sub-rule 41 had been complied with, because the plaintiff asked the judge to review the taxation of items which had been "objected to." But the previous objections were to the disallowance of the items, not to their allowance. On the fair construction of the rule it must mean "objected to by the person who is applying to review the taxation." FRY, L J., said that sub-rule 41 used the words "objected to as aforesaid." Sub-rule 39 referred to objections "to such allowance or disallowance." There were two distinct classes of objection. An objection to the disallowance of an item was not the same thing as an objection to its allowance.—COUNSEL, *Crackanthorpe*, Q.C., and *A. A. Terrell; Buckley*, Q.C., and *Upjohn*. SOLICITORS, *Cuddon & Co.; Rooke & Sons*.

Re FRISBY, ALLISON *v.* FRISBY—No. 2, 12th November.

STATUTE OF LIMITATIONS—PRINCIPAL AND SURETY—MORTGAGE—JOINT AND SEVERAL COVENANT BY MORTGAGOR AND SURETY FOR PAYMENT OF PRINCIPAL AND INTEREST—PAYMENT OF INTEREST BY MORTGAGOR—DEBT KEPT ALIVE AGAINST SURETY—"CO-CONTRACTOR"—3 & 4 WILL. 4, c. 27, s 40—3 & 4 WILL. 4, c. 42, ss. 3, 5—MERCANTILE LAW AMENDMENT ACT, 1856 (19 & 20 VICT. c. 97), s. 14—REAL PROPERTY LIMITATION ACT, 1874 (37 & 38 VICT. c. 57), s. 8.

This was an appeal from the decision of Kay, J. (37 W. R. 603, 33 SOLICITORS' JOURNAL, 489), the question being, whether section 8 of the Real Property Limitation Act, 1874, has any operation in barring the remedy of a mortgagee against a surety who, with the mortgagor, has entered into a joint and several covenant to pay the mortgage debt and interest, and, if so, whether payment of interest by the mortgagor will keep alive the mortgagee's remedy against the surety. Section 8 provides that "no action, or suit, or other proceeding shall be brought to recover any sum of money secured by any mortgage, judgment, or lien, or otherwise charged upon, or payable out of, any land or rent, at law or in equity, or any legacy, but within twelve years next after a present right to receive the same shall have accrued to some person capable of giving a discharge for or release of the same, unless in the meantime some part of the principal money, or some interest thereon, shall have been paid, or some acknowledgment of the right thereto shall have been given in writing, signed by the person by whom the same shall be payable, or his agent, to the person entitled thereto, or his agent; and in such case no such action, or suit, or proceeding shall be brought but within twelve years after such payment or acknowledgment, or the last of such payments or acknowledgments, if more than one was given." And section 14 of the Mercantile Law Amendment Act, 1856, provides that, "in reference to the provisions of the Acts '21 Jac. 2, c. 16, s. 3; 3 & 4 Will. 4, c. 42, s. 3; and 16 & 17 Vict. c. 113, s. 20,' when there shall be two or more co-contractors or co-debtors, whether bound or liable jointly only or jointly and severally, or executors or administrators of any contractor, no such co-contractor or co-debtor, executor or administrator shall lose the benefit of the said enactments, or any of them, so as to be chargeable in respect or by reason only of payment of any principal, interest, or other money by any other or others of such co-contractors or co-debtors, executors or administrators." In the present case the mortgage deed was dated the 10th of December, 1872. By it Edward Frisby covenanted to surrender copyholds to Mary Ann Scotney, to secure £800 advanced by her to him. Matthew Frisby joined in the deed as surety for the mortgagor, and the deed contained a joint and several covenant by Edward Frisby and Matthew Frisby (as surety for Edward Frisby) with the mortgagee for the payment of the mortgage debt with interest on the 10th of June, 1873. Edward Frisby duly paid the interest on the mortgage up to the 10th of December, 1880, after which date he had made no payment. In November, 1882, the mortgaged property was taken in execution under a writ of *elegit* obtained by a prior mortgagee. In January, 1889, M. A. Scotney's executrix recovered judgment against the mortgagor for the mortgage debt and interest, but he was unable to satisfy the judgment. The present summons was issued on the 5th of April, 1889, by the executrix of M. A. Scotney against the executor of Matthew Frisby (who was dead) asking for a declaration that the plaintiff was entitled to rank as a creditor against the estate of Matthew for the £800 and interest thereon from the 10th of December, 1880, and that, if the defendant did not admit assets, the estate of Matthew might be administered. Matthew had never made any payment under his covenant. Kay, J., held that section 8 did not operate to bar the remedy of the mortgagee against the surety, and that, if it did, the payment of interest by the mortgagor within twelve years kept alive the remedy against the surety. His lordship also held that section 14 of the Mercantile Law Amendment Act applied only to the enactments expressly mentioned in it.

THE COURT (COTTON, BOWEN, and FRY, L.JJ.) affirmed the decision. COTTON, L.J., said that this court had already decided in *Sutton v. Sutton* (31 W. R. 369, 22 Ch. D. 511) that section 8 applied, not only to actions brought to enforce a mortgage against the land subject to it, but also to personal actions on covenants contained in a mortgage of land. It was contended that it did not apply except to an action against the person who had given the security. His lordship could find no such limitation; and, in his opinion, the court had no right now to put that construction on the Act. It was true that, when there were two Acts in force passed at different times, one of which related to actions to recover land, and the other to personal actions, there was a decision not in accordance with what this court had held with regard to this Act. But, in his opinion, it would not be reasonable to hold that it only applied to the person who had given the mortgage, when another person had made himself liable for the debt. Then it was said that the remedy was not kept alive against the surety when there had been a payment within the period of limitation by the principal only. In his lordship's opinion it was kept alive, because there was nothing said as to the person by whom the payment was to be made. If the surety got the benefit of the section he thought he ought also to bear the burden of the exception when there had been part payment, and it would be unreasonable to hold that the action was within the section, and yet that the clause relating to payment in the meanwhile did not apply when the action was brought, not against the mortgagor who had paid, but against the surety who had not. It had been already held that the Mercantile Law Amendment Act, s. 14, which referred to special Acts of which this was not one, did not apply. *Chinery v. Evans* (5 H. L. C. 115), though not exactly in point, rather tended to confirm the view which his lordship had expressed. BOWEN, L.J., was of the some opinion, but not precisely on the same grounds. He agreed with Kay, J., both as to the result and in the reasons which he gave. He was of opinion that this section was only intended to apply to actions against the mortgagor. If, however, the section did apply to the surety, his lordship was of opinion that the payment by the principal debtor would keep alive the remedy against the surety. FRY, L J., said that, whether section 8 did or did not apply, he concurred in the conclusion arrived at. If the section did not apply, there was an end of the matter. If it did apply, the question was, what payment would prevent the right of action from being barred. The words were:—"Unless in the meantime some part of the principal money, or some interest thereon shall have been paid." In his opinion a payment satisfying those words would be made when there was a render of money to a person entitled to receive it by any person liable to pay it; he agreed that a voluntary render by a stranger who was under no liability to pay would not be sufficient to satisfy the terms of the section. If the words were to be confined to a payment made by the person sought to be charged great injustice would be done. In the common case of a surety for a mortgagor, if the payments of interest were made punctually by the mortgagor, it would be contrary to good sense and the ordinary understanding if the remedy against the surety was not kept alive by those payments.—COUNSEL, *Marten*, Q.C., and *Percival; Renshaw*, Q.C., and *Townsend*. SOLICITORS, *Clarke, Rawlins, & Co.; Beaumont, Son, & Rigden*.

BUCKLEY *v.* THE ROYAL NATIONAL LIFEBOAT INSTITUTION—No. 2, 13th November.

MORTMAIN—GIFT TO CHARITY—VALIDITY—INTEREST IN LAND—BONDS OF HARBOUR TRUSTEES—9 GEO. 2, c. 36.

This was an appeal against a decision of North, J. (33 SOLICITORS' JOURNAL, 286, 37 W. R. 613, 41 Ch. D. 168). The question was whether bonds issued by the Swansea Harbour Trustees constituted an "interest in land," within the meaning of 9 Geo. 2, c. 36, so that they could not be validly given by deed to the defendant charities, which were not authorized to hold land. The bonds were issued under the powers given by the Swansea Harbour Act, 1854, and by each bond the trustees, in consideration of £100 paid to their treasurer by the bondholder, granted and assigned to him "such proportion of the several rates, tolls, rents, and other moneys arising and accruing by virtue of the said Act as the said sum of £100 doth or shall bear to the whole sum, which is, or shall be, borrowed upon the credit of the said rates, tolls, rents, and other

moneys," as a security for the payment of the principal of the bond and interest thereon. The purposes of the Act were the construction and maintenance of docks, basins, quays, locks, and other works, and the conservancy of the bay and harbour of Swansea. Section 56 empowered the trustees to purchase land by agreement for the purposes of the Act, and sections 59 and 60 empowered the trustees to construct certain specified works. Section 125 empowered the trustees from time to time to demand and take, in respect of vessels entering or leaving the harbour, the several rates specified in a schedule to the Act; and sections 126 and 127 conferred similar powers in respect of goods landed into or discharged from vessels lying in the harbour. Section 131 empowered the trustees to demand, in respect of all goods passing through a specified lock, certain rates. Section 136 authorized the trustees to erect and maintain toll-gates upon or adjoining certain bridges, and by section 137 the trustees were empowered to demand certain tolls in respect of vehicles, beasts, and foot passengers passing over the bridges. Section 152 empowered the trustees to lease any of the rates, dues, and tolls by the Act authorized at a rent for any term not exceeding three years. By section 99 the trustees were empowered, for the purpose of enabling them to construct the works authorized by the Act, to borrow any sum not exceeding £80,000, "on mortage of the several tolls, rates, and dues by this Act authorized." Section 102 provided that the trustees should "set apart annually out of the rates, dues, and tolls, as a sinking fund, to be applied in paying off the principal sums from time to time secured on mortgage," a specified amount. By section 104 "the mortgagees under this Act may enforce the payment of the arrears of interest due to them by the appointment of a receiver." By section 108 all the rates, dues, and other moneys received by the trustees were to be paid to the credit of the "Swansea Harbour Fund." By section 110 "the moneys from time to time carried to the credit of the Swansea Harbour Fund shall be applied, first, in paying the interest on moneys borrowed under" the Act and some prior Acts; "secondly, in maintaining and regulating the harbour and the navigation thereof"; thirdly, in payment of certain rent-charges secured under the Act; "fourthly, in payment of the sums by this Act required to be set apart to form a sinking fund; and the surplus, if any, shall be applied for such of the purposes of this Act as the trustees from time to time think fit." The Act did not in express terms authorize the trustees to mortgage any land or rent belonging to them, but the Commissioners' Clauses Act, 1847, was incorporated with the special Act, and that Act does authorize a mortgage of rent. The bonds follow a form which is given in the Act of 1847. North, J., held that the bonds did not amount to a mortgage of the whole undertaking, but created a charge on the specific rates, dues, and tolls. He was of opinion that the tolls or rates in respect of ships and goods did not in any way savour of realty. But he held that the bridge tolls were an "interest in land" within the Mortmain Act, and that consequently the bonds which comprised those tolls could not be given to the defendant charities.

THE COURT (LORD COLERIDGE, C.J., and COTTON and FRY, L.JJ.) affirmed the decision. LORD COLERIDGE, C.J., said that the power to issue the bonds was created by the Act of 1854. The bonds were in the form given in the Commissioners' Clauses Act, the words of which had been closely followed. The words of the bond and the power to issue it contained in section 99 of the special Act differed as regarded the use of the word "rents," a mortgage of "rent" not being expressly authorized by section 99. But the Commissioners' Clauses Act was incorporated in the Act of 1854, and it did apparently give power to mortgage "rents." It was not, however, necessary to discuss this matter, for, assuming that a mortgage of "rents" was not authorized, the bond would still be valid as regarded "rates, tolls, and dues." The question then arose whether the "rates, tolls, or dues" were within the Mortmain Act. A great deal had been said about *Knapp* v. *Williams* (4 Ves. 430). If that case was an authority binding on this court, there appeared to be an end of the argument that the bridge tolls were not an interest in land. It decided that bonds which were not distinguishable from those given in the present case were within the Act. But *Knapp* v. *Williams* drew a distinction between two kinds of tolls—one kind which was so intimately bound up with the possession of land as to be within the Act; the other which was separable from the possession of land, and therefore not within the Act. The question then arose, to which kind did these bridge tolls belong? According to the best judgment his lordship could form, the bridge tolls were money paid for the active use of land, and were, therefore, so intimately connected with and arising from the use and possession of land that a mortgage of them would be within the mischief of the Mortmain Act. This would be enough to dispose of the case. But it was argued that the true effect of the bond was not a mortgage of the specific tolls and rates—but a mortgage of the whole undertaking and of all moneys coming to the hands of the trustees—a mortgage of the "Swansea Harbour Fund," and equivalent to a mortgage of the "undertaking," and, therefore, not within the statute of Mortmain, because it would be a mortgage of the proceeds of the land after they had been severed from it. In his lordship's opinion this point could not be maintained. No doubt certain sections of the Act of 1854 gave directions to the trustees as to the application of the moneys coming to their hands, but that was quite a different thing from a mortgage of the fund in their hands. It was merely a direction to the trustees out of what funds the mortgage was to be paid. COTTON, L.J., was of the same opinion. He dealt, first, with the point that the charge was not on any specific tolls or due, but on the whole undertaking—on the fund after it had come into the hands of the harbour trustees. If the bond had followed the exact words of section 99 this argument could hardly have been raised. But the charge was also made under the authority of the Commissioners' Clauses Act, and that explained why the word "rents" was introduced, and it shewed that it was not intended to create a charge on the undertaking. In his lordship's opinion *Gardner* v. *London, Chatham, and Dover Railway Co.* (L. R. 1 Ch. 201) did not apply. The charge made in that case by the debentures was of an entirely different character from that created by these bonds. There an assignment was made of the general undertaking of the company, and of the tolls, and the court construed that to be only a charge on the undertaking, the tolls being mentioned as incidental to it. Moreover, in that case the Act required the company in the first place to maintain the railway. The charge was on the undertaking subject to the obligation which Parliament had imposed on the railway company. That was not so here; on the contrary, the first direction to the trustees was to apply the moneys in paying the interest on the bonds. What, then, was the effect of giving a charge on the tolls, including the bridge tolls, specifically? In his lordship's opinion the bridge tolls were money received by the trustees for the use of their own land; it was not like a tax to be taken without reference to the use of any land. In *Re Christmas* (33 Ch. D. 332) the court came to the conclusion that the payment was in no way connected with the use of land. Here the toll was to be received from persons who made use of the land of the trustees—the bridges—in a particular way. The tolls were rendered for the use of land, and it would be wrong to hold that they were not within the Mortmain Act. FRY, L.J., did not express any opinion whether the bonds created a valid mortgage of "rents." If they did, it could not be argued that they did not create an interest in land. If they did not, the question was whether the tolls were connected with land. *Knapp* v. *Williams* and *Re Christmas* established the distinction between two kinds of toll. The question was, to which class these bridge tolls belonged? They were taken for the permission to pass over a bridge. His lordship had no doubt that a receiver appointed for the bondholders would be authorized, so far as was necessary, to occupy the toll-houses, to lock the toll gates till the toll was paid into his hands. The mortgagees had a right, therefore, to take possession of the land. The tolls formed part of the usufruct and enjoyment of the land, and they were, therefore, within the Mortmain Act. It was argued that the charge was on the floating balance of the Harbour Fund. This argument was founded on those sections of the Act which gave directions to the trustees as to the application of the fund. In his lordship's opinion this was not the true meaning of the mortgage; the true effect was much as if the trustee had created a mortgage of land, and then had given directions to their bankers to apply the balances from time to time in their hands on account of the trustees in keeping down the interest on the mortgage.—COUNSEL, *Vaughan Hawkins* and *Dibdin*; *Everitt*, Q.C., and *G. E. Cruickshank*. SOLICITORS, *Clayton, Son, & Fargus*; *Murray, Hutchins, & Stirling*.

High Court—Chancery Division.

HEATH PERMANENT BUILDING SOCIETY *v.* **LUCE**—Chitty, J., 7th November.

BUILDING SOCIETY—WINDING UP—BORROWING POWERS—SUBROGATION.

In this case (*ante*, p. 11) a second question arose as to the right of subrogation which persons had who had lent to the society sums in excess of its borrowing powers. It appeared that the society had made a profit by putting up to competition advances to its members, so that the advanced member paid £10 for the advance of £100, or, as the facts were, received £90 only, with an obligation to repay £100. It was argued on the one hand that, in working out the subrogation, the point to be regarded was the manner in which the money of the lender was applied, and that only £90 was in fact applied. On the other hand it was said that there was a distinct contract between the society and its member for an advance of £100, the right to have the loan being purchased for £10.

CHITTY, J., said that in his view the right way to work out the equity was to treat the advance as one for £100, and to calculate the right of subrogation accordingly. But the case did not stop there, for in fact the security was to pay neither £100 nor £90, but a number of instalments. The security given by the advanced member was to be treated as the property of the *quasi*-lender (*Blackburn Building Society* v. *Cunliffe Brooks*, 29 Ch. D. 902). He held that the *quasi*-lender must get the benefit of the £100, and that the advance was not to be treated as diminished by £10 per cent.—COUNSEL, *Sir Horace Davey*, Q.C., and *J. G. Wood*; *Romer*, Q.C., and *Leveti*; *Byrne*, Q.C., and *Chadwyck Healey*. SOLICITORS, *Howell Thomas*, for *S. T. Evans*, Neath; *Prior, Church, & Adams*, for *Meade, King, & Bigg*, Bristol; *Richard White*, for *Hartland & Isaac*, Swansea.

UNITED TELEPHONE CO. *v.* **SMITH**; **UNITED TELEPHONE CO.** *v.* **MITCHELL**—Chitty, J., 2nd and 9th November.

R. S. C., XXVII., 11—ACTION FOR INFRINGEMENT OF PATENT—DEFAULT IN APPEARANCE OR PLEADING—PARTICULARS OF BREACHES.

These were actions for infringement of the plaintiff's patents. In each action particulars of breaches were delivered, and it was so stated in the statement of claim. In the first action the defendant did not appear, and in the second the defendant delivered no statement of defence. The actions were heard as short causes, and upon motion for such judgment as upon the statements of claim the plaintiffs were entitled to. The plaintiffs submitted that for that purpose the particulars of breaches should be taken as forming part of the statement of claim.

CHITTY, J., took that view, but observed that he believed that there had been some difference of opinion, and that the question had not been argued.—COUNSEL, *Micklem*. SOLICITORS, *Waterhouse, Winterbotham, & Harrison*.

MYERS v. MYERS—Chitty, J., 12th November.

PARTNERSHIP—CONVERSION—RECONVERSION.

In this case the question was whether real estate rendered assets by the articles of a partnership, the business of which had been long since discontinued, was, for the purposes of devolution on intestacy, to be deemed personal estate. The partnership was entered into in 1873 by two brothers for carrying on a large business of builders and public works contractors, which had formerly been carried on by them and their father, and the freehold and leasehold business premises of the old partnership were conveyed to the two brothers in equal shares as tenants in common, but, by the articles of partnership, comprised in its capital. In 1877 the partnership business ceased to be carried on, and the plant, &c., was sold and the proceeds divided, but the freehold and leasehold properties were let to tenants, and the old joint banking account of the partners continued. In 1888 one of the two brothers died intestate, and the freehold property was claimed by his heir-at-law.

CHITTY, J., said that after the discontinuance of the partnership business the leaseholds and freeholds were continued to be managed in an ordinary way. After 1877 any right of the two tenants in common as partners to call for a sale had ceased to exist. The circumstances of the case were not similar to those where property subject to a trust for sale and division was enjoyed in an unconverted form. Whether in circumstances of that kind a retention of the property for eleven years would be deemed to operate as a reconversion it was not necessary to inquire, for at the bottom of the title in the case actually before him was not a trust for sale but a conveyance to tenants in common in equal shares. He held that in 1877 the property was taken as real property, and that it remained so. It therefore, on the death of the intestate, passed to his heir-at-law.—COUNSEL, *Romer*, Q.C., and *Methold*; *Kenyon Parker*; *Dunning*. SOLICITORS, *Clarkson, Gromwell, & Wyles*; *Travers, Smith, & Braithwaite*.

***Re* DRUMMOND'S PATENT**—North, J., 9th November.

PATENT—PETITION FOR REVOCATION—JURISDICTION—RESPONDENT RESIDENT OUT OF JURISDICTION—SERVICE—NOTICE—PATENTS, DESIGNS, AND TRADE-MARKS ACT, 1883, s. 26—R. S. C., XI., 1.

This was a petition under section 26 of the Patents, Designs, and Trade-Marks Act, 1883, for the revocation of a patent. The patentee, the sole respondent, was domiciled and resident in Scotland. The petitioners alleged that before the date of the patent they had publicly manufactured and sold within the realm articles similar to the subject of the patent. A copy of the petition and of the petitioners' particulars of objections had been delivered to the respondent in Scotland, and he had written to the petitioners' solicitors that he did not intend to appear on the hearing of the petition, on the ground that he was not subject to the jurisdiction of the English courts. He had brought an action for infringement in the Scotch court against the petitioners, who were resident in England. The present application was for directions as to the mode of trial, and it was asked that the evidence might be taken *viva voce*, and the petition set down for trial as a witness action. The petitioners' counsel admitted that, according to the decisions with regard to service out of the jurisdiction, the Rules of Court did not provide for the service of a petition out of the jurisdiction, and that there was no such provision in the Patents Act. Therefore, technically, the petition could not be served on the respondent in Scotland. But they contended that this proceeding was not like a personal action, in which service of the writ was necessary to found jurisdiction; in such a proceeding as this the jurisdiction attached on the presentation of the petition, though the court would take care that the respondent should have full notice. If this were not so, the result would be that an invalid patent could never be revoked if the patentee chose to keep out of the jurisdiction. The proceeding went to the validity of a public grant. Under the procedure for the revocation of patents by way of *scire facias*, for which the procedure by petition is now substituted, it was not necessary to serve the patentee, though the court would probably have set aside a judgment obtained by default, if it had been proved that the defendant had had no notice. In the present case the respondent had had ample notice.

NORTH, J., held that a sufficient case had been shewn to justify him in making an order *nisi*. He accordingly ordered the petition to be tried by *viva voce* evidence, and to be set down for trial in the list of witness actions, unless the respondent should on or before the 22nd inst. appear and shew cause to the contrary, when it would be open to him to argue that there was no jurisdiction. Notice must be given to the respondent.—COUNSEL, *Moulton*, Q.C., and *W. N. Lawson*. SOLICITORS, *J. H. Johnson, Son, & Ellis*.

High Court—Queen's Bench Division.

LEAKE v. DRIFFIELD—8th November.

MARRIED WOMAN—SEPARATE PROPERTY—INTENTION TO BIND SEPARATE PROPERTY—CLOTHES—MARRIED WOMEN'S PROPERTY ACT, 1882, s. 1, SUB-SECTION 3.

This was an appeal from the judgment of the York County Court in an action in which a firm of drapers sued a married woman for the price of goods sold and delivered. The defendant, who at the time of the hearing before the county court was divorced from her husband, had been entitled, under a settlement made previous to her marriage, which took place in 1867, to the income of certain property for her separate use without power of anticipation. She was in the habit of paying for her own clothes out of this separate income, and in November, 1884, it was arranged between her and her husband that she should for the future pay also for the clothes of some of their children. She had for many years bought her clothes of the plaintiffs, and up to March, 1884, she had paid for all the clothes supplied by them to her out of her separate estate. The goods for the price of which the plaintiffs sued were clothes ordered by the defendant between March, 1884, and May, 1886. During the whole of that time the defendant was living with her husband. The decree absolute for the dissolution of the marriage was made on the 29th of May, 1888. The case came before his Honour Judge Turner on a default summons, under section 86 of the County Courts Act, 1888, in answer to which the defendant pleaded her coverture. His Honour came to the conclusion that the defendant failed to shew that she had not entered into the contract with respect to and to bind her separate property. And he thought that at the time when she ordered the goods she was possessed of free separate property—viz., the clothes on which she had spent her income. He therefore gave judgment for the plaintiff for £21 19s. 10d., the sum claimed, execution to be limited to separate property belonging to the defendant on the 29th of May, 1888, and which was not on that day subject to any restraint against anticipation. From this judgment the defendant appealed. It was argued on her behalf that a question of fact lay at the basis of the case—viz., whether there was any evidence that she was possessed of any separate property which she could reasonably be supposed to have intended to bind. By section 1, sub-section 3, of the Married Women's Property Act, 1882, "Every contract entered into by a married woman shall be deemed to be a contract entered into by her with respect to and to bind her separate property, unless the contrary be shewn." And by sub-section 4, "Every contract entered into by a married woman with respect to and to bind her separate property shall bind not only the separate property which she is possessed of or entitled to at the date of the contract, but also all separate property which she may thereafter acquire." The effect of these sub-sections was that (1) a married woman's general engagements bound any separate property which she had at the time of making any such engagement, and which she could reasonably be supposed to have intended to bind, and (2) where a married woman so bound such separate property by any engagement, her future separate property was bound as well. The effect of the statute did not extend further than that. Where it was shewn that the married woman had no separate estate, in respect of which she could reasonably be supposed to have contracted, "the contrary" was shewn within the meaning of sub-section 3. The authorities were *Palliser* v. *Gurney* (35 W. R. 760, 19 Q. B. D. 519), *Johnson* v. *Gallagher* (9 W. R. 506, 3 De G. F. & J. 494), *London Chartered Bank of Australia* v. *Lempriere* (21 W. R. 513, L. R. 4 P. C. 572), and *Harrison* v. *Harrison* (36 W. R. 748, 13 P. D. 180). It could not reasonably be supposed that the defendant intended to bind these clothes. On the part of the plaintiffs it was contended that, even before the Married Women's Property Act, a contract entered into by a married woman under such circumstances as the present would not have been treated as a nullity. The case of *Picard* v. *Hine* (18 W. R. 178, L. R. 5 Ch. 274) shewed that, where a married woman contracted a debt which she could only satisfy out of her separate estate, her separate estate would, in equity, be made liable to the debt: see also *Pike* v. *Fitzgibbon* (29 W. R. 551, 17 Ch. D. 454). The plaintiffs had sufficiently established their case under the Act by shewing that the defendant was, at the time of giving the orders, possessed of separate property. At least the burden of answering this was thrown upon the defendant by sub-section 3 of section 1.

THE COURT (MATHEW and WILLS, JJ.) allowed the appeal, and reversed the judgment of the county court judge. MATHEW, J., said he differed from the judgment with reluctance, but it was clear that the plaintiffs' case was sufficiently answered. The plaintiffs argued that if the defendant had any separate property whatever at the time of giving her orders, all the free separate property she might thereafter acquire would become liable. But the authorities shewed that this liability only arose in cases where there was reasonable ground for supposing that the contract in question was made by the married woman with reference to her separate property. Here the married woman's separate property consisted of clothes, her own clothes and those of her children. It was not reasonable to suppose that, when she ordered goods from the plaintiffs, she was contracting with reference to this property. The plaintiffs argued that the burden of shewing that there was no separate property which could be made liable was on the defendant. But *Palliser* v. *Gurney* was an authority that the burden was on the plaintiff to shew that there was any such separate property. In *Harrison* v. *Harrison* the separate property was given to the married woman for her "sole, separate, and inalienable use." The Court of Appeal held that, as the property was inalienable, it could not be presumed that the married woman, in entering into any contract, had intended to bind such property. And it was equally impossible to believe that the defendant in the present case intended to contract with reference to property which she could not do without. WILLS, J., referred to sub-section 3, providing that the contract is to be deemed to have been entered into with respect to separate property, "unless the contrary be shewn"; and was of opinion that here the contrary was shewn. The clothes were the only separate property found by the judge to exist; and it was impossible to suppose that the defendant intended to contract with respect to them. This was a case in which a judge ought to have directed a jury that it was impossible to draw an inference that such property was intended to be charged.—COUNSEL, *J. Scott Fox*; *J. V. Austin*. SOLICITORS, *G. Crumbie*, York; *Crowders & Vizard*.

COOPER *v.* LAWSON; PAVITT, Garnishee—8th November.

ATTACHMENT OF DEBTS—PERSON "INDEBTED TO THE DEBTOR"—GARNISHEE—COUNTY COURT RULES, 1889, ORD. 26, RR. 3, 4.

Appeal from the decision of the judge of Bow County Court. In March, 1889, Lawson recovered judgment in the High Court against White. Pavitt was indebted to White in a sum of about £80. A garnishee summons was served on Pavitt, and on the 30th of March an order absolute was made against Pavitt for payment to Lawson of £58, the amount of his judgment against White. On the 8th of April a garnishee summons was issued out of the Bow County Court and served upon Pavitt by the plaintiff (who had recovered judgment against Lawson) in respect of £58, part of the sum owing by Pavitt to White, which had been attached by Lawson's garnishee order of the 30th of March. On the 11th of April Pavitt paid the £58 to Lawson, who was threatening him with execution. The county court judge ordered him to pay it again to the plaintiff, holding that Pavitt was a "person indebted to Lawson" in respect of the £58, and that that sum had been attached by the plaintiff's summons of the 8th of April. Pavitt appealed, contending that there was no attachable debt owing from him to Lawson, and that, even if there had been such a debt, payment to Lawson under threat of execution would exonerate him from paying it again. *Re The Combined Weighing and Advertising Machine Co.* (*ante*, p. 10) was cited.

HUDDLESTON, B., after stating the facts, said:—The plaintiff says that Pavitt ought not to have paid Lawson the £58 after he had been served with the garnishee summons of the 8th of April; that that sum was a debt due from Pavitt to Lawson, and was attached by the summons; and that if, after service of that summons, Pavitt took upon himself to pay Lawson he did so at his own risk, and must pay it a second time to the plaintiff. But that depends on whether this was a debt due from Pavitt to Lawson or not. That question seems to me to have been decided by the Court of Appeal in *Re Combined Weighing and Advertising Machine Co.* In that case a judgment creditor had garnisheed a debt due from a company to his judgment debtor, and, failing to obtain satisfaction, had presented a petition asking that the company should be wound up. The Court of Appeal, affirming North, J., held that the garnishee order did not operate as a transfer of the debt, and that, therefore, the petitioner was not a creditor of the company, and had no *locus standi*. That is not exactly this case; but, upon the principle there laid down, I am clearly of opinion that there was no debt owing by Pavitt to Lawson, and that, therefore, there was nothing for the plaintiff to attach. The county court judge was wrong, and the appeal must be allowed. STEPHEN, J., concurred.—COUNSEL, *H. Kisch; Blackwell.* SOLICITORS, *Vickery; Hughes & Gleadow.*

Solicitors' Cases.

Re A SOLICITOR—Q. B. Div., 8th November.

SOLICITOR—PROFESSIONAL MISCONDUCT—REPORT OF COMMITTEE OF INCORPORATED LAW SOCIETY—DISCRETION OF COURT AS TO PUNISHMENT—SOLICITORS ACT, 1888, s. 13.

An application was made by a client that a solicitor might be required to answer the allegations contained in an affidavit, and that his name might be struck off the roll of the Supreme Court, or that he might be suspended from practice, on the ground that the facts stated in the affidavit constituted professional misconduct in his capacity of solicitor of the Supreme Court. The charge was that he, being solicitor for the complainant, received a sum of £14 on his behalf, and misappropriated the same to his own use. The committee heard the application, and their report to the court contained statements to the following effect:—The solicitor was employed by the complainant to recover a debt due to him from a customer. The solicitor received the money from the customer in August, 1888, but he did not inform the complainant that he had done so. In October, 1888, the complainant heard from the customer that he had paid his debt to the solicitor, and the complainant then wrote to the solicitor asking him to remit the money. To this letter the solicitor sent no reply. In January, 1889, the complainant wrote again, but received no reply from the solicitor. The solicitor afterwards made several promises to remit the money, but he did not do so. On the hearing before the committee in June, 1889, the solicitor attended, and expressed great regret that he had not remitted the amount which he had received. In explanation he stated that he had had a great deal of sickness in his family, and had been much pressed; that the debt was paid in two sums, and that he retained the first intending to remit the whole at one time. He was not able to do this, and he had had to pay a large sum of money owing to his having become surety for some persons who had become bankrupt. He admitted that his conduct could not be justified, and placed himself in the hands of the court. He offered to make complete restitution, and to indemnify the complainant from all expense in connection with the matter. The committee reported that no other complaint had been made against the solicitor, and that the present complainant had expressed his willingness to accept restitution if made. Since the hearing of the case the solicitor had paid the £14 to the complainant and all costs incurred by him in connection with the application to the committee. The committee found that the solicitor had been guilty of professional misconduct, but, having regard to the circumstances of the case and the complete restitution which he had made, the committee submitted that no further action need be taken in the matter. Section 13 of the Act provides that "the committee, after hearing the case, shall embody their finding in the form of a report to the High Court of Justice, except where the application is made at the instance of the solicitor himself, in which case the report shall be made to the Master of the Rolls, who shall make such order thereon as he shall think fit. If the committee are of opinion that there is no *prima facie* case of misconduct against the solicitor, the society need not take any further proceedings; but, if the committee are of opinion that there is a *prima facie* case, it shall be the duty of the society to bring the report of the committee before the court." The report was accordingly brought before the court. In the first instance an application was made *ex parte* by counsel for the Incorporated Law Society, but the court said that the case must come on in the ordinary way, and it came on accordingly to-day, the society and the solicitor being represented by counsel. The counsel for the society read the report to the court, and stated that, having regard to the expression of the opinion of the committee contained in the report, he did not propose to add anything. The counsel for the solicitor renewed the expression of his regret for his conduct, and referred to the evidence taken before the committee, which, he said, shewed that, though there had been improper delay, the solicitor never intended to appropriate the money to his own use. Counsel submitted that the solicitor had been already sufficiently punished, and left the matter in the hands of the court.

MATHEW, J.—I think we may act upon the recommendation of the committee of the Incorporated Law Society. They are now intrusted with the guardianship of the professional honour of solicitors, and the obligation is imposed on them of investigating each case and taking the evidence. In this particular case the evidence appears to have satisfied them that, although there had been irregularity, there had not been that gross professional misconduct which called for the punishment of the solicitor. I gather from what his counsel has said that there were circumstances of great extenuation, and I agree that he has suffered severe pecuniary loss in consequence of these proceedings being taken against him. We do not for one moment relieve ourselves from responsibility by the conclusion to which the committee have come, but we think that in this case we are justified in accepting their advice, and we therefore decline to pronounce any judgment against the solicitor. WILLS, J., concurred.—COUNSEL, *F. W. Hollams; Leresche.*

SOLICITOR ORDERED TO BE STRUCK OFF THE ROLLS.

8th November.—SAMUEL ROBERT GROOM (48, London-wall).

[In giving judgment in this case, Mr. Justice MATHEW said: "I am very anxious that it shall not be supposed that, because a solicitor makes restitution in a matter of this sort, he is relieved from responsibility. I cannot help thinking that latterly, in many cases, there has been too great indulgence where the atonement of payment is offered. There is no merit about that, because the payment is made under the strongest possible pressure that can be put upon a professional man—viz., proceedings of this kind."]

LAW STUDENTS' JOURNAL.

THE NOVEMBER FINAL.

Of the remaining papers at the "pass" a fairly read candidate would score heavily in the common law and bankruptcy paper, the questions dealing with practice being few and fairly easy, and those on bankruptcy straightforward, and to be met with in most students' works on this subject. A student who has not scored half-marks on the three preceding papers need not as a rule expect to make up his average on the two remaining papers; still, the divorce and admiralty questions were easy. Criminal law and magisterial practice did not present so many questions requiring censure as at previous examinations, and it is observable that the examiner has at length dropped the idea of requiring candidates to quote the exact chapter and section of a statute.

THE HONOURS' EXAMINATION.

The conveyancing paper was a good searching test. Questions 3 and 7 required some knowledge of practical conveyancing, and the leading cases of the last few years would be very serviceable in many of the questions. The equity paper was, on the whole, rather easier. Doubtless, many might be misled by question 18, "What right have the parties in one of the actions assigned to the Chancery Division to demand a trial by jury?" We find that a great part of the common law and bankruptcy paper could be answered by a knowledge of recent cases, and we trust students were familiar with *Cohen* v. *Kittell*, *Rooks* v. *Czarnikow*, *Beak* v. *Pierce*, *Fleming* v. *Dollar*, &c. As regards the remaining paper on probate, divorce, &c., and crimes, we would, on the whole, prefer answering it than the questions in the corresponding subjects at the pass examination, especially as regards criminal law.

LAW STUDENTS' SOCIETIES.

LAW STUDENTS' DEBATING SOCIETY.—November 12, Mr. W. M. Woodhouse in the chair. The debate "That ord. 11, r. 1 (*e*) (Rules of the Supreme Court) should be amended by omitting the words 'unless the defendant is domiciled or ordinarily resident in Scotland or Ireland'" was opened by Mr. Crawford in the affirmative; he was supported by Messrs. H. E. Hurd, Harcourt, and Atcherley, and opposed by Messrs. Savory, Douglas, Wilson, McNab, and Stevens. Mr. Watson replied for Mr. Crawford. The chairman summed up, and on a division the motion was negatived by a majority of two.

THE INCORPORATED LAW SOCIETY.

PRELIMINARY EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Preliminary Examination held on the 23rd and 24th of October, 1889:—

Bainbridge, Florance Anthony	Leggatt, William
Ballard, Henry Benjamin	Lewis, George James Grahame
Barnes, Francis	Lewis, Llewellyn Bond
Barrett, Roper Herbert	Lloyd, Joseph
Bates, Alfred	Mackrell, Joseph Henry
Baynes, Thomas Godfrey	Mather, Walter Stanley
Berger, Henry John	Millar, Ernest Bruce
Bonnor, Ernest Walter	Mortimer, Frederic Charles Tandy
Bowles, William Docwra	Nelson, William George Fraiser
Boyce, Reginald John	Nicholson, John William
Bridge, Richard Henry	Nuttall, Ernest Albert
Broad, Herbert Allen	Oppenheimer, Albert Martin
Brook, Charles Herbert	Pepper, Albert Edward
Burton, Frederick Percy	Prichard, John Richard
Cadman, Henry Ashwell	Radford, Charles Fry
Careless, Archibald Lindsay	Richards, John Thomas
Chadwick, William	Ricketts, Neville Ewart
Chapman, Charles James	Robinson, Percy James Hall
Chald, Charles John Mead	Samuel, Maurice
Clark, George Frederick	Saunders, Lewis Lindgren
Collinson, Malcolm	Smiles, Henry John
Collyer, John George	Smith, Edward
Craven, Campbell John	Smith, Kenelm Henry Hallett
Davies, Ellis William	Sowton, John Thorold
Davy, Frederick William	Stephen, Colin Campbell
Dixon, Percy William	Steward, Russell Godfrey
Emmet, George Nelson	Stewart, Archibald William Shaw
Fairbairn, Walter Thomas	Studley, Henry
Florian, Albert Felix	Templeman, Basil
Forbes, William Henry Kemball	Tennant, George Frank Dalrymple
Fordati, George Basil	Tomkins, Frank Oliphant
Gain, Harry Goodenough	Topham, George
Gough, Arthur Edward	Turnbull, George
Harris, Godfrey John	Turner, James Vincent
Hinchcliffe, Arthur Edward Townend	Twentyman, Henry Nicholson
Hitchcock, Sidney Edward	Walmisley, Lawrence
Hitchings, Walter Richard	Whetham, Austen
Holley, Edward	Williams, Thomas
Holtby, Robert Tonge	Winder, Sidney Blane
Ingram, Wilfred Kirby	Woodard, George Herbert
Johnson, William James	Watson, Ludwig Henry Cradock

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 13th inst., Mr. Sidney Smith in the chair. The other directors present were:—Messrs. H. Morten Cotton, G. Burrow Gregory, Samuel Harris (Leicester), Edwin Hedger, J. H. Kays, R. Pennington, Henry Roscoe, J. Anderson Rose, R. W. Tweedie, E. W. Williamson, Frederic T. Woolbert, and J. T. Scott (secretary). A sum of £480 was distributed in grants of relief, fifteen new members were admitted to the association, and other general business was transacted.

NEW ORDERS, &c.

COUNTY COURTS.

I, the Right Honourable Hardinge Stanley, Baron Halsbury, Lord High Chancellor of Great Britain, do hereby order that the offices of the county courts may be closed on the twenty-fourth, twenty-sixth, twenty-seventh, and twenty-eighth days of December, 1889.

Given under my hand this second day of November, 1889.

HALSBURY, C.

LEGAL NEWS.

OBITUARY.

Mr. WILLIAM SLATER, solicitor and notary (of the firm of Slater, Heelis, & Co.), of Manchester, died suddenly on the 12th inst. Mr. Slater was admitted a solicitor in 1820, so that he had practised at Manchester for nearly seventy years. He was a notary public and a perpetual commissioner for Lancashire, and his practice was a large one. He had been for several years associated in partnership with his son, Mr. William Slater, jun., who was admitted a solicitor in 1852, and with Mr. James Heelis. Mr. Slater had formerly a large Parliamentary practice, and he was one of the original solicitors to the Liverpool and Manchester Railway Company. Notwithstanding his advanced age, he was attending at his office only a few days before his death.

APPOINTMENTS.

Mr. FRANCIS FLEMING, C.M.G., Colonial Secretary of Mauritius, has been appointed Colonial Secretary of the colony of Hong Kong. Mr. Fleming is the eldest son of the late Mr. Fleming, Q.C. He was called to the bar at the Middle Temple in Michaelmas Term, 1866. He was Crown Solicitor for Mauritius from 1869 till 1876, a district judge in Jamaica from 1876 till 1878, Attorney-General of Barbadoes from 1878 till 1883, and Attorney-General of Ceylon from 1883 till 1886, when he was appointed Colonial Secretary of Mauritius. Mr. Fleming was created a Companion of the Order of St. Michael and St. George in 1887.

Mr. ARTHUR ROLLIT, solicitor, of 12, Mark-lane and of Hull and Cottingham, has been elected an Alderman for the borough of Hull. Mr. Rollit is the son of Mr. John Rollit, solicitor, of Hull. He is joint registrar of the Hull County Court, and joint district registrar under the Judicature Acts. He was admitted a solicitor in 1871, and he is in partnership with his elder brother, Sir Albert Kaye Rollit, LL.D., M.P.

Mr. RICHARD DIGBY CLEASBY, barrister, has been appointed a deputy-lieutenant for Buckinghamshire. Mr. Cleasby is the eldest son of the late Mr. Baron Cleasby. He was educated at Eton and at Trinity College, Cambridge, where he graduated in the third class of the Classical Tripos in 1861. He was called to the bar at the Inner Temple in Hilary Term, 1864, and he was formerly a member of the Home Circuit.

Mr. GORDON FALCON, solicitor (of the firm of Paisley & Falcon), of Workington, has been elected Coroner for the Western Division of the county of Cumberland, in succession to the late Mr. William Wilkin Lumb. Mr. Falcon was admitted a solicitor in 1884.

Mr. ARTHUR SHUTTLEWORTH, solicitor, of Preston, Associate of the Northern Circuit, has been appointed Seal Keeper for the County Palatine of Lancaster and District Registrar at Preston, in succession to his father, the late Mr. Thomas Moss Shuttleworth.

Mr. ROBERT STEVENS BYRON, solicitor, of Harrogate and Knaresborough, has been appointed Clerk to the Commissioners of Income Tax for the Claro Division of the West Riding of Yorkshire, in succession to his partner, the late Mr. John Richardson. Mr. Byron was admitted a solicitor in 1875.

Mr. EDWARD THOMAS AYERS, solicitor, of Yarmouth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CHARLES ATHILL STANUELL, solicitor, of Dublin, has been appointed Solicitor to the Irish Land Commission. Mr. Stanuell is the son of Mr. Charles George Stanuell, solicitor. He was admitted a solicitor in Ireland in 1877.

Mr. JOHN CHARLES CHARLTON, B.A., solicitor, of 17, St. Swithin's-lane, E.C., has been appointed a Commissioner to administer Oaths in the Supreme Court of New Zealand.

Mr. W. T. BOYDELL, solicitor, of No. 1, South-square, Gray's-inn, W.C., and Watford, has been appointed a Commissioner to administer Oaths for the province of Nova Scotia.

LEGAL MAYORS.

Mr. PHILIP EDWARD LIONEL BUDGE, solicitor and notary (of the firm of Budge & Slade), of Poole, Wareham, and Swanage, has been elected Mayor of the borough of Poole for the ensuing year. Mr. Budge was admitted a solicitor in 1874. He is clerk to the Wareham Board of Guardians, the Wareham Highway Board, and the River Frome Salmon Fishery Commissioners, and to the county magistrates and commissioners of taxes at Wareham.

Mr. GEORGE NODDER, solicitor, of Salisbury and Wilton, has been elected Mayor of the city of Salisbury for the ensuing year. Mr. Nodder was admitted a solicitor in 1866.

Mr. JOHN THOMAS DODD, solicitor, of Reading and Wallingford, has been elected Mayor of the borough of Reading for the ensuing year. Mr. Dodd was admitted a solicitor in 1854. He is clerk to the county magistrates and to the commissioners of taxes.

Sir ROBERT GEORGE RAPER, solicitor and notary (of the firm of Raper & Freeland), of Chichester, has been elected Mayor of that city for the 10th time. Sir R. Raper was admitted a solicitor in 1850. He is registrar of the Chichester County Court, deputy-registrar of the diocese of Chichester, secretary to the Bishop of Chichester, chapter clerk of Chichester Cathedral, clerk to the commissioners of taxes, clerk to the West Hampnett Board of Guardians, superintendent-registrar, and lecturer on ecclesiastical law at the Chichester Theological College. He was knighted in 1887, on the occasion of the Queen's Jubilee. His partner, Mr. William Bennett Burton Freeland, is clerk to the county magistrates.

Mr. WILLIAM EMSLEY, solicitor (of the firm of Emsley, Son, & Smith), of Leeds and Hunslet, has been elected Mayor of the borough of Leeds for the ensuing year. Mr. Emsley is one of the borough aldermen. He was admitted a solicitor in 1858.

Mr. CHARLES BENNETT ROCHE, solicitor, of Daventry, has been elected Mayor of that borough for the ensuing year. Mr. Roche is one of the borough aldermen. He was admitted a solicitor in 1847.

Mr. WILLIAM TREVENEN, solicitor, of Helston, has been re-elected Mayor

of that borough for the ensuing year. Mr. Trevenen is one of the borough aldermen. He was admitted a solicitor in 1854.

Mr. DONALD CHARLES WARNES, solicitor (of the firm of Lawton, Warnes, & Sons), of Eye, Woodbridge, and Debenham, has been elected Mayor of the borough of Eye for the ensuing year. Mr. Warnes was admitted a solicitor in 1882.

Mr. HENRY ANTHONY HUXTABLE, solicitor (of the firm of Audrews, Son, & Huxtable), of Dorchester and Cerne Abbas, has been elected Mayor of the borough of Dorchester for the ensuing year. Mr. Huxtable was admitted a solicitor in 1880.

Mr. ASHER PRIOR, solicitor, of Colchester, has been elected Mayor of that borough for the ensuing year. Mr. Prior was admitted a solicitor in 1872.

Mr. CHARLES WILLIAM HOBSON, solicitor, of Beverley, has been elected Mayor of that borough for the ensuing year. Mr. Hobson was admitted a solicitor in 1879.

Mr. HENRY ACKERLEY, solicitor, of Wigan, has been elected Mayor of that borough for the ensuing year. Mr. Ackerley is one of the borough aldermen. He was admitted a solicitor in 1864.

CHANGES IN PARTNERSHIP.

DISSOLUTION.

JOHN WESNEY WARD, CHARLES ASPLIN, and HUGH GROSVENOR TAUNTON, solicitors (Ward, Asplin, & Taunton), 37, Lime-street, London, and Epping. May 31. The said John Wesney Ward and Charles Asplin will carry on business in partnership at 37, Lime-street aforesaid, and the said Hugh Grosvenor Taunton will carry on business in conjunction with Mr. H. A. Swepstone, under the style of Swepstone & Taunton, at 23, Leadenhall-street and Epping, Essex. [*Gazette*, Nov. 12.

GENERAL.

It is stated that Lord Herschell is to visit Glasgow next month, for the purpose of delivering an address on the Rights and Duties of an Advocate to the Glasgow Juridical Society.

The Supreme Court of the United States, says a writer in the *Albany Law Journal*, is already six years behind in the hearing of cases, while each year adds and must continue to add in increasing ratio to the impossibility of overtaking the business of the country.

In the address of Mr. David Dudley Field, at the recent meeting of the American Bar Association, he affirms that behind the boasting of the great things his country has accomplished, "there stands a spectre of halting justice, such as is to be seen in no other part of Christendom." There is no other country calling itself civilized, he goes on to say, where it takes so long to punish a criminal, and so many years to get a final decision between man and man.

The Board of Trade has issued a report under the Weights and Measures Act, 1878, which begins by referring to the Act of last session, the main object of which is to carry out as far as possible certain suggestions made in previous reports as to the necessity of further legislation for the better prevention of fraud in retail trade. The new Act leaves the local administration of the law with the local authorities, but confers on the Board of Trade powers of approval in certain technical cases. The board propose shortly to issue model instructions to guide local authorities, and it is intended that such regulations shall deal not only with the general duties of the inspectors, but shall state how the modes of testing and stamping, particularly in the case of weighing instruments, may be best carried out. The new Act requires an inspector, who is a local officer appointed by the local authority, to pass a technical examination by the central department, and it will be the object of the model regulations to contain such information as may serve to indicate to the inspectors what their technical qualifications are to be.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Appeal Court No. 2.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, Nov. 18	Mr. Pugh	Mr. Godfrey	Mr. Leach
Tuesday 19	Lavie	Rolt	Beal
Wednesday 20	Pugh	Godfrey	Leach
Thursday 21	Lavie	Rolt	Beal
Friday 22	Pugh	Godfrey	Leach
Saturday 23	Lavie	Rolt	Beal
	Mr. Justice North.	**Mr. Justice Stirling.**	**Mr. Justice Kekewich.**
Monday, Nov. 18	Mr. ——	Mr. Jackson	Mr. Ward
Tuesday 19	Clowes	Carrington	Pemberton
Wednesday 20	——	Jackson	Ward
Thursday 21	Clowes	Carrington	Pemberton
Friday 22	——	Jackson	Ward
Saturday 23	Clowes	Carrington	Pemberton

WARNING TO INTENDING HOUSE PURCHASERS & LESSEES.—Before purchasing or renting a house have the Sanitary arrangements thoroughly examined by an expert from The Sanitary Engineering & Ventilation Co., 65, late 115, Victoria-st, Westminster (Estab. 1875), who also undertake the Ventilation of Offices, &c.—[ADVT.]

WINDING UP NOTICES.

London Gazette.—FRIDAY, Nov. 8.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-AMERICAN WOOD CARPET Co, LIMITED—Creditors are required, on or before Dec 4, to send their names and addresses, and particulars of their debts or claims, to Mr. Edward Hobbs, 11, Old Jewry-chambers Monday, Dec 16, at 12, is appointed for hearing and adjudicating upon the debts and claims.

COLORADO GOLD, SILVER, AND LEAD RECOVERY SYNDICATE, LIMITED—Petn for winding up, presented Nov 5, directed to be heard before Stirling, J, on Nov 18 Beall & Co, Blomfield House, London wall, solor for petner

FELL & Co, LIMITED—By an order made by North, J, dated Oct 26, it was ordered that the voluntary winding up of the company be continued Ingledew & Co, Fenchurch st, agents for Parrington, Middlesborough, solor for petner

LANGLEY MILL ENGINEERING, WHEEL, AND WAGON Co, LIMITED—By an order made by North, J, dated Nov 2, it was ordered that the voluntary winding up of the company be continued Johnson & Co, King's bench walk, Temple, solors for petners

NIAGARA, LIMITED—Petn for winding up, presented Nov 5, directed to be heard before North, J, on Nov 16 Edmunds & Edmunds, Gray's inn sq, solors for petners

NOTTINGHAM AND DERBY WATER-GAS Co, LIMITED—Petn for winding up, presented Nov 6, directed to be heard before Stirling, J, on Saturday, Nov 16 Taylor & Co, Great James st, Agents for Maples & McGrath, Nottingham

PADDLE STEAMSHIP "QUEEN OF THE BAY" Co, LIMITED—Creditors are required, on or before Dec 6, to send their names and addresses, and the particulars of their debts or claims, to Robert Lee, Mount Stuart sqr, Cardiff Friday, Dec 13, at 12, is appointed for hearing and adjudicating upon the debts and claims

RED ROCK GOLD MINING Co, LIMITED—Petn for winding up, presented Nov 5, directed to be heard before Kay, J, on Saturday, Nov 16 Foss & Ledsam, Abchurch lane, solors for petners

THE FUSEE VESTA Co, LIMITED—Creditors are required on or before Dec 2 to send their debts and claims, and the names and addresses of their solicitors, to Gordon Arthur Howell and William Wallis Futcher, 3, Abchurch lane Foss & Ledsam, Abchurch lane, solors for liquidators

WOLVERTON, STONY STRATFORD, AND DISTRICT TRAMROADS Co, LIMITED—By an order made by North, J., dated Oct 26, it was ordered that the company be wound up Nash & Co, Queen st, solors for petner

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

INDIGO DYEING AND PRINTING Co, LIMITED—Petn for winding up, presented Nov 6, directed to be heard before the Vice-Chancellor at the Assize Courts, Strangeways, Manchester, on Thursday, Nov 21, at 10.30 Sykes, Manchester, solor for petner

VULCAN STEEL AND FORGE Co, LIMITED—The Vice Chancellor has, by an order dated Oct 28, appointed William Crossman Spencer, Liverpool, to be official liquidator, in conjunction with Thomas Dickenson Swift, Wigan, engineer Creditors are required, on or before Dec 5, to send their names and addresses and particulars of their debts or claims to William Crossman Spencer, 4, Cook st, Liverpool Monday, Dec 16 at 11, is appointed for hearing and adjudicating upon the debts and claims

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY, Dun Cow Inn, Salthouse, Norfolk. Nov 2

NORTH CERNEY UNION CLUB, Bathurst Arms Inn, North Cerney, Gloucester Nov 2

RHONDDA DISTRICT BRANCH MINERS' AND TRADESMEN'S UNITY, Lion Hotel, Treorkey, Glamorgan Nov 1

London Gazette.—TUESDAY, Nov. 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ARTHUR DASHWOOD & Co, LIMITED—Creditors are required, on or before Dec 9, to send their names and addresses, and the particulars of their debts or claims, to Henry Newman Howard, Palmerston bldngs, Old Broad st Tuesday, Dec 17, at twelve, is appointed for hearing and adjudicating upon the debts and claims

CHAMPION FIRE LIGHTER SYNDICATE, LIMITED—North, J, has fixed Wednesday, Nov 20, at twelve, at his chambers, for the appointment of an official liquidator

CITY OF DUNEDIN SUBURBAN GAS Co, LIMITED—By an order made by Stirling, J, dated Nov 2, it was ordered that the company be wound up Webb & Co, Queen Victoria st, solors for petnr

GEM GLASS Co, LIMITED—Petn for winding up, presented Nov 8, directed to be heard before Kay, J, on Saturday, Nov 23 Head & Hill, Chancery lane, solors for petnrs

HENRYS GREAT INDIAN REMEDIES, LIMITED—By an order made by Kekewich, J, dated Nov 2, it was ordered that the company be wound up Cridland, solor for petnrs

HURST LEAD MINES, LIMITED—Petn for winding up, presented Nov 9, directed to be heard before Chitty, J, on Saturday, Nov 23 McDiarmid & Teather, Newman's ct, Cornhill, solors for petner

LEEDS AND BRADFORD GLASS Co, LIMITED—Stirling, J, has fixed Nov 22, at 12, at his chambers, for the appointment of an official liquidator

LONDON CONSUMERS' PURE SANITARY MILK Co, LIMITED—By an order made by Stirling, J, dated Nov 2, it was ordered that the company be wound up Kerly & Co, Gt Winchester st, solors for petners

SWEDISH MATCH Co, LIMITED—By an order made by Stirling, J, dated Nov 2, it was ordered that the company be wound up Bloxam & Co, Lincoln's inn fields, solors for petner

THE OXFORD OCHRE AND OXIDE Co, LIMITED—Creditors are required, on or before Nov 23, to send their names and addresses and particulars of debts or claims to Alfred Ebenezer Wenham, 114, Colmore row, Birmingham Tarleton & Bullin, Birmingham, solors

THE PATENT MINERAL CARBON Co, LIMITED—Creditors are required, on or before Dec 12, to send their names and addresses and particulars of debts or claims to John Haines White, 12, Lever st, Manchester Addleshaw & Warburton, Manchester, solors for liquidators

UNLIMITED IN CHANCERY.

NEWFOUNDLAND CONSOLIDATED COPPER MINING Co—By an order made by Chitty, J., dated Nov 2, it was ordered that the company be wound up Freshfields & Williams, Bank bldngs, petner's solors

PLYMOUTH WORKING MEN'S EQUITABLE LOAN SOCIETY—Chitty, J., has, by an order dated July 23, appointed Samuel Hugh Duff, 23, Westwell st, Plymouth, to be official liquidator

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

MORGAN, MEARS, & Co, LIMITED—By an order made by the Vice Chancellor, dated Oct 28, it was ordered that the company be wound up Lloyd, Manchester, solor for petner

FRIENDLY SOCIETIES DISSOLVED.

HOLME UNITED FRIENDLY SOCIETY, Bishop Blaize Inn, Thornes, Wakefield, York Nov 5

INDUSTRY LODGE, Loyal Order of Ancient Shepherds Ashton Unity Society, Crown Inn, Bridge st, Burnley, Lancaster Nov 6

POST OFFICE EMPLOYEES FRIENDLY BURIAL SOCIETY, Foresters' Hall, Clerkenwell rd Nov 6

SHEPHERD'S DELIGHT BRANCH LODGE, L. O. Ancient Shepherds, Friendly Societies Hall, Spring st, Grimsby, Lincoln Nov 7

CREDITORS' NOTICES.
UNDER ESTATES IN CHANCERY.
LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 8.

HUDDART, FREDERICK LANE, Lexham gdns, Kensington, Merchant. Dec 4. Boyd v Huddart, Chitty, J. Armstrong, Fenchurch avenue

MCMURDO, EDWARD, St Swithin's lane, Esq. March 31. Penfield v McMurdo, North, J. Taylor, Furnival's inn

SHEPHARD, MARK, College st, College hill, Solicitor. Dec 9. Atkins v Shephard, Chitty, J. Shephard, College st, College hill

TURNER, FRANCIS, Regent st, Gent. Dec 16. Turner v Shore, Chitty, J. Langdon, West st, Finsbury circus

WARNER, WILLIAM PERKINS, Welsh Harp, Hendon, Licensed Victualler. Dec 2. Hagger v Warner, Stirling, J. Allingham, Throgmorton avenue

London Gazette.—TUESDAY, Nov. 12.

COKE, MATILDA, Salisbury. Nov 29. Guardians of the Poor of Plymouth v Jarvis, Mr Burney. Adams, Plymouth

MILLO, FREDERICK, Manchester, Oil Manufacturer. Dec 10. Mackenzie v Millo, Registrar, Manchester. Boote & Edgar, Manchester

UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Nov. 1.

BACK, JOHN, Tyldesley rd, Bromley, Gent. Dec 21. Murton, Bloomsbury sq

BAKER, JESSE, Slinfold, Sussex, Retired Grocer. Nov 23 Coole, Horsham

BAKEWELL, ALICE PHEBE, Balterton, Notts. Dec 1. Newbald & Co, Newark

BEAL, Rev SAMUEL, Greens Norton, Northampton, Clerk, D.C.L. Nov 29. Greville, Towcester

BOTTERILL, SAMUEL, Eaton, Compton, Saint Francis, Quebec, Farmer. Jan 30. Kirkpatrick, Market Weighton, East Yorks

BROWN, SARAH, Redhill, Surrey. Dec 10. Pitman & Sons, Queen Victoria st

BROWNE, ALFRED, Cheapside, Chartered Accountant. Dec 2. Wells, Paternoster row

BUCHANAN, THOMAS, Manchester, Commission Agent. Nov 30. Morton & Co, Newgate st; and Binnie, Glasgow

BUCKNELL, WILLIAM, Crick, Northampton, Farmer. Nov 25. Burton & Willoughby, Daventry

COOPER, RICHARD, Romford, Essex, Hay Dealer. Dec 7. Hunt & Co, Romford and St Swithin's lane

DAVIDSON, WILLIAM, Hardcastle st, Peckham, Gent. Dec 1. Birt & Follett, Townhall chbrs, Southwark

DOUBBLE, FRANCIS, Bishopston, nr Bristol, Gent. Dec 11. Smith & Sons, Furnival's inn

EVANS, WILLIAM, Small Heath, Birmingham, Coal Merchant. Nov 30. Reece & Co, Birmingham

FORD, GERARD, Lincoln's inn fields, Solicitor. Dec 20. Long & Gardiner, Lincoln's inn fields

GARDNER, WILLIAM HENRY, Bushey, Herts, Surgeon. Dec 2. Sladen & Wing, Delahay st, Westminster

GREENAWAY, ALFRED, Hendon, Farmer. Dec 10. Hatton, Strand

GRICE, JAMES SEPTIMUS, Bootle, Cumberland, Merchant. Nov 30. Brockbank & Co, Whitehaven

GUNNING, LAVINIA BETTY MURRAY, Greatham Liss, Southampton. Dec 10. Lewin & Co, King st, Whitehall

HAINES, THOMAS, Witney, Oxon, Licensed Victualler. Jan 1. Westell & Son, Witney

HARTLEY, MARGARET, Weston super Mare. Nov 30. Brockbank & Co, Whitehaven

HEWETSON, JOHN, Queen Victoria st, Canvas Factor. Dec 1. Miller & Co, Copthall ct, Throgmorton st

HOPEWELL, GEORGE, Basford, Nottingham, Joiner. Nov 30. Freeth & Co, Nottingham

HOWARTH, GEORGE, Manchester, Fustian Finisher. Dec 1. Boddington & Ball, Manchester

HUGHES, JOSEPH, Bootle, Lancs, Foreman. Dec 1. Bartlett & Berry, Liverpool

JEGGINS, MARTHA, Woking, Surrey. Dec 9. Flint & Gardner, St Helen's pl, Bishopsgate

LEWIS, JOSEPH, Noble st, Esq Dec 31 Chapple & Co, Carter lane

LOVEKIN, JOSEPH, Birmingham, Retired Boat Builder Dec 1 Parr & Hasell, Birmingham

MACNAUGHT, JOHN, Winchelsea, Victoria, Doctor of Medicine Dec 2. St Barbe Sladen & Wing, Delahay st, Westminster

MARCHANT, WILLIAM LAVINGTON, Southwick cres, Hyde park, Esq Nov 28 Phillips & Cheesman, Hastings

MASSEY, JOHN, Widnes, Lancs, Labourer Dec 3 John Shepherd, Market Inspector, Widnes

MATTHEWS, ELIZA, Babcary, Somerset Dec 2 Paterson & Co, Lincoln's inn fields

MCLAREN, JAMES STUART, Melbourne, Victoria Dec 11 Stibbard & Co, Leadenhall st

MELLO, JOHN ARNOLD, Dover, Esq Dec 2 Stuart & Tull, Gray's inn square

MORRIS, RICHARD LEWIS, Bloemfontein, Orange Free State, Ministerial Student. Nov 21. Asa & Ivor Evans, Cardigan

PATTERSON, THOMAS MAIN, Mosseley Hill, Liverpool, Merchant. Dec 1. Bateson & Co, Liverpool

PHILLIPS, THOMAS, Small Heath, Birmingham, Gent. Dec 1. Parr & Hasell, Birmingham

PRATTEN, LEONARD SYDNEY, Nettleton rd, New Cross, Gent. Dec 16. Taylor & Co, Gt James st, Bedford row

PREUSSER, ANNA ANNETTE ELIZABETH, Windermere. Dec 7. Bownees, Windermere

RATCLIFF, SAMUEL, Ashby de la Zouch, Leics, Brewer. Dec 14. Smith & Mammatt, Ashby de la Zouch

RHEAD, THOMAS, Fenton, Staffs, Licensed Victualler. Dec 2. Heath, Hanley

RILEY, THOMAS WILLIAM, Forton, Hants, Beer Retailer. Nov 12. Besant & Wills, Portsea

SHACKLOCK, ABRAHAM, Farnsfield, Notts, Farmer. Nov 30. J. W. & G. E. Kirkland, Southwell

SHERRY, JOHN PAVEY, Lausanne rd, Peckham, Gent. Nov 30. Sandom & Co, Gracechurch st

SMITHIES, JOSEPH, Elland, Yorks, formerly Worsted Spinner. Nov 23. Ramsden & Co, Huddersfield

STEVENSON, GEORGE, Billingsgate Fish Market, Ice Merchant. Dec 24. Powell & Goodale, Essex st, Strand

TAYLOR, WILLIAM, Bolton, Ironmonger. Nov 30. Balshaw & Hodgkinson, Bolton

TOWGOOD, EDWARD, Sawston, Cantab, Paper Manufacturer. Dec 14. Holben, Cambridge

WELLS, SAMUEL, King's Norton, Worcestershire, Gent. Nov 10. Reece & Co, Birmingham

WOOLLEY, Rt Hon MARY, Viscountess COMBERMERE, Belgrave sq. Dec 10 Farrer & Co, Lincoln's inn fields

London Gazette.—TUESDAY, Nov. 5.

BRADNACK, THOMAS, Aston, nr Birmingham. Dec 18. Pointon, Birmingham

BRENT, ANNA, Heavitree, Devon. Dec 1. Tozer & Co, Exeter

BROWN, GEORGE JOHN, Margaret rd, Kentish Town, retired Captain in the Mercantile Marine. Dec 1. Barlow & James, Lime st

CHAMNEY, ELIZA, Cambridge pl, Birkenhead. Dec 16. Smith & Son, Liverpool

CLEGG, THOMAS, Goole, Hook, Yorks, Gent. Dec 4. E. & T. Clark, Snaith

DIXON, DANIEL, Banbury, Oxon. Dec 24. Dixon, Manchester

DODGE, CHARLES, Bradpole, Dorset, retired Major of the Royal Artillery. Dec 2. Bollen, Yeovil

EVANS, JOSEPH, Haydock Collieries, nr St Helens, Lancs, Esq, Deputy Lieutenant, Colliery Proprietor. Dec 20. Davies & Co, Warrington

FARRIMOND, JOSEPH, Birkdale, Lancs, Builder. Dec 2. Welsby & Smallshaw, Southport

GECK, ADAM, The Paragon, Streatham hill, Gent. Dec 9. Montagu, Bucklersbury

GROUNDWATER, OSCAR, Oxford grdns, Notting hill, Gent. Dec 2. Stevenson & Couldwell, Gracechurch st

HINDLE, ROBERT, Sabden, Lancs, Calico Printer. Dec 21. Easthams & Aitken, Clitheroe

HOLLINS, CHARLOTTE, Aston, nr Birmingham. Dec 18. Pointon, Birmingham

JEFFERY, WILLIAM, Hubbert's Bridge, Lincs. Dec 11. Wright, jun, Boston

JOLLY, BEAUMONT WILSON, Norwich, Carriage Builder. Dec 1. Mills & Reeve, Norwich

LOCKWOOD, JOHN, Bideford, Devon, Minister of the Gospel. Nov 25. Rooker & Baseley, Bideford

MCDONALD, BERTA, Huyton, Lancs. Dec 16. Smith & Son, Liverpool

NEWTON, ALEXANDER, Bournemouth, Gent. March 25. Bowerman, Gray's inn square

ODDY, WILLIAM JOHN, Whittaker st, Sloane sq, Musician. Nov 26. Kent, Lincoln's inn fields

OLIVER, RICHARD ALDWORTH, Grove End rd, retired Admiral in Royal Navy. Dec 9. Markby & Co, Coleman st

PERCY, Dr. Gloucester ter, Hyde Park. Dec 16. Kingsford & Co, Essex street, Strand

POWELL, ELIZABETH, Canterbury. Dec 2. Furley, Canterbury

REYNOLDS, LIZZIE, Leicester. Dec 16. Stevenson & Son, Leicester

REYNOLDS, MARY ELIZA, Brompton sq. Nov 30. Anning, Cheapside

THOMPSON, MARY, Blackbeck, nr Beckermont, Cumberland. Nov 30. Brockbank, Whitehaven

TILNEY, JOHN THOMAS, Kippax, Yorks, Farmer. Dec 24. Leatham, Castleford

TOPPING, ELLEN, Leigh, Lancs. Nov 23. Widdows, Leigh

WISE, GEORGE HENRY LAKE, Tressilian rd, Kent, Retired Paymaster in Chief in the Royal Navy. Dec 20. Marsden & Wilson, Old Cavendish st

WOOLFALL, RICHARD, Leominster, Hereford, Gent. Dec 19. Gregg, Leominster

BANKRUPTCY NOTICES.
London Gazette.—FRIDAY, Nov. 8.

RECEIVING ORDERS.

ANDERSON, HENRY, Stansfield rd, Stockwell High Court Pet Oct 17 Ord Nov 4

ANGOLD, W, Osnaburgh st, Regent's pk, Builder High Court Pet Oct 8 Ord Nov 5

ARCHER, JOSEPH CROWSON, and GEORGE TAYLOR, Thornton Mills, Leicester, Millers Leicester Pet Nov 5 Ord Nov 5

BALL, JAMES, High Wycombe, Bucks, Labourer Aylesbury Pet Nov 4 Ord Nov 4

BELLIS, WILLIAM, Litherland, Lancs, Mercantile Clerk Liverpool Pet Nov 6 Ord Nov 6

BLENNERHASSETT, JOHN FREDERICK, Vernon st, King's Cross rd, Hydraulic Engineer High Court Pet July 16 Ord Nov 5

BURBARD, Sir HARRY P, Bart, The Spanish Exhibition, Earl's court High Court Pet Sept 18 Ord Nov 5

COOK, EDWARD, Stondon, Massey, Essex, Farmer Chelmsford Pet Nov 6 Ord Nov 6

COOPER, WILLIAM, Wrexham, Slater Wrexham Pet Nov 5 Ord Nov 5

CROCKER, HENRY JONAS, Aylesbury, Plasterer Aylesbury Pet Nov 6 Ord Nov 6

CUTLER, WALTER THOMAS, Rabbs Farm, Yiewsley, Farmer Windsor Pet Nov 5 Ord Nov 5

DAVIS, THOMAS, Worcester, Fruit Merchant Worcester Pet Nov 6 Ord Nov 6

DRURY, RICHARD HENRY, Manningham, Bradford, Coal Merchant's Manager Bradford Pet Nov 4 Ord Nov 4

EDWARDS, GEORGE WILLIAM, Fornham All Saints, Suffolk, Wheelwright Bury St Edmunds Pet Nov 4 Ord Nov 4

GEE, WILLIAM, Nottingham, Fishmonger Nottingham Pet Nov 4 Ord Nov 4

GITTINGS, ENOCH, Bilston, Staffs, Iron Manufacturer Dudley Pet Nov 2 Ord Nov 2

HANDSFORD, GEORGE, Macclesfield, Coachbuilder Macclesfield Pet Nov 4 Ord Nov 4

HARROP, THOMAS, Mexborough, Yorks, Auctioneer Sheffield Pet Dec 22 Ord Nov 6

HINSCHE, FREDERICK FRANCIS, Bradford, Baker Bradford Pet Nov 6 Ord Nov 6

HOLLINGWORTH, SAMUEL, Southport, Boot Maker Liverpool Pet Nov 4 Ord Nov 4

HOWE, JOHN, Green st, nr Sittingbourne, Kent, Surgeon Canterbury Pet Nov 6 Ord Nov 6

JACKSON, JAMES, Nottingham, Bookkeeper Nottingham Pet Nov 4 Ord Nov 4

KENRICK, JAMES HOWARD, Coleford, Somerset, Surgeon Frome Pet Nov 6 Ord Nov 6

LIPSCOMBE, HARRY, Torquay, Tailor Exeter Pet Nov 4 Ord Nov 4

MCKAY, HUGH, Gateshead, Durham, Mineral Water Manufacturer Newcastle on Tyne Pet Nov 6 Ord Nov 6

MEAD, GEORGE, Kenton st, Russell sq, Waiter High Court Pet Nov 4 Ord Nov 5

MESSENGER, JOSEPH, the younger, Southport, Joiner Liverpool Pet Nov 4 Ord Nov 4

MOSELEY, WILLIAM, Birmingham, Coaldealer Birmingham Pet Oct 23 Ord Nov 5

NICHOLLS, JAMES, Manchester, Commission Agent Manchester Pet Nov 5 Ord Nov 5

PILKINGTON, JAMES, Horwich, Lancs, Grocer Bolton Pet Nov 5 Ord Nov 5

RAWLL, G. J., Ondine rd, East Dulwich, Provision Merchant High Court Pet Aug 3 Ord Nov 6

REDGRAVE, GEORGE E., Smethwick, Staffs, Auctioneer West Bromwich Pet Oct 25 Ord Nov 4

SHAW, EDWIN, Overmoor, Dilhorn, Staffs, Farmer Stoke on Trent Pet Nov 4 Ord Nov 4

SILBY, JAMES, Westbury, Wilts, Ironmonger Bath Pet Nov 6 Ord Nov 6

TAYLOR, ALFRED, Oswestry, Salop, Boot Maker Wrexham Pet Oct 28 Ord Oct 28
TILLY, GEORGE HENRY, Bristol, Grocer Bristol Pet Nov 6 Ord Nov 6
WAKEFIELD, GEORGE HENRY, and JOHN COLLINS WICKHAM, New Brompton, Gillingham, Kent, Wheelwrights Rochester Pet Nov 6 Ord Nov 6
WARD, JOHN, and SCOTT JAMES BEEBEE, Coleman st, Tailors High Court Pet Nov 6 Ord Nov 6
WEBB, JAMES, Piccadilly, Artist High Court Pet Nov 4 Ord Nov 4
WILKINSON, MATTHEW, Stockton on Tees, Carver Stockton on Tees Pet Nov 5 Ord Nov 5
WILMER, BRADFORD W., Batley, Yorks, late Timber Merchant Dewsbury Pet Oct 24 Ord Nov 6
WOOD, THOMAS, Muston, Leics, Farmer Nottingham Pet Nov 5 Ord Nov 5

The following amended notice is substituted for that published in the London Gazette of Oct 29.

KOSMINSKI, MARTIN, and MOSES WOLF, Cannon st, Wholesale Furriers High court Pet Oct 24 Ord Oct 24

RECEIVING ORDER RESCINDED.

WALLIS, WILLIAM PETER VOSPER, Royal crescent, Uxbridge rd, Solicitor High Court Pet Oct 3 Ord Oct 24

FIRST MEETINGS.

BARKER, SAMUEL, Wootton, Beds, Farmer Nov 15 at 11 8, St Paul's sq, Bedford
DAVIES, JOHN, Rhyl, Flintshire, Joiner Nov 18 at 3.30 Star Cocoa House, Rhyl
DRIVER, JOSEPH, Pudsey, Yorks, late Boot Dealer Nov 18 at 3 Off Rec, 31, Manor row, Bradford
DRURY, RICHARD HENRY, Manningham, Bradford, Coal Merchant's Manager Nov 18 at 3.30 Off Rec, 31, Manor row, Bradford
ELGOOD, JOSEPH, Kidderminster, Appraiser Nov 15 at 12.30 Miller Corbet, Solicitor, Kidderminster
EVANS, JOHN ROBERT, Denbigh, Chemist Nov 18 at 11.30 Bankruptcy Office, Crypt chbrs, Chester
FOTHERGILL, FREDERICK FARMER, Manchester, Commission Agent Nov 18 at 11.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
GEE, WILLIAM, Nottingham, Fishmonger Nov 16 at 11 Off Rec. 1, High pavement, Nottingham
GILMORE, WILLIAM JAMES, Maidstone, Ironworker Nov 19 at 11 16 Room, 30 and 31, St Swithin's lane
HANSFORD, GEORGE, Macclesfield, Coachbuilder Nov 18 at 11 Off Rec, 23, King Edward st, Macclesfield
HARRIS, HENRY AUGUSTUS, Mile End rd, Clothier Nov 21 at 11 33, Carey st, Lincoln's inn fields
HOLLIDGE, SAMUEL, Gt Portland st, Stationer Nov 19 at 2.30 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
HOOPER, WILLIAM, Barnet, Herts, Coachbuilder Nov 15 at 12 16 Room, 30 and 31, St Swithin's lane
JACKSON, JAMES, Nottingham, Book keeper Nov 15 at 11 Off Rec, 1, High pavement, Nottingham
JAMIESON, BRAHAM, Gt Portland st, House Agent Nov 21 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
JOHNSON, GEORGE HAMMOND, Canterbury, Hair Dresser Nov 15 at 9.30 Off Rec, 5, Castle st, Canterbury
JONES, CHARLES, Kidderminster, Fishmonger Nov 15 at 12.45 Miller Corbet, solor, Kidderminster
KING, JOHN, Upper st, Islington, Carriage Manufacturer Nov 20 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
KOSMINSKI, MARTIN, and MOSES WOLF, Cannon st, Wholesale Furriers Nov 26 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn fields
LEWIS, CHARLES GEORGE, Sollarshope, Herefordshire, Labourer Nov 19 at 10 2, Offa st, Hereford
LIPSCOMBE, HARRY, Torquay, Tailor Nov 18 at 11 Off Rec, 13, Bedford circus, Exeter
MCKAY, HUGH, Gateshead, Durham, Mineral Water Manufacturer Nov 20 at 11 Off Rec, Pink lane, Newcastle on Tyne
MITCHELL, FRANCIS DAWSON, Reading, Civil Engineer Nov 19 at 12 119, Victoria st, Westminster
OSWALD, ROBERT, Chesterton, Staffs, Underground Colliery Manager Nov 15 at 12.30 Off Rec, Newcastle under Lyme
POCOCK, GEORGE HILES, Weston super Mare, Builder Nov 16 at 11.15 Railway Hotel, Weston super Mare
ROCK, JAMES, Radford, Nottingham, Oil Merchant Nov 15 at 12 Off Rec, 1, High pavement, Nottingham
RUDD, ROBERT, Kendal, Photographer Nov 19 at 11 27, Stramongate, Kendal
SLATER, HENRY, Walworth rd, Furniture Dealer Nov 20 at 12 33, Carey st, Lincoln's inn fields
SQUIRE, WILLIAM, Abingdon, Berks, Innkeeper Nov 16 at 11.30 1, St Aldate's, Oxford
TAYLOR, ALFRED, Oswestry, Salop, Bootmaker Nov 21 at 2 Queen's Hotel, Oswestry
TOMLINS, PERCY WILLIAM, Cardiff, Picture Dealer Nov 15 at 11 Bankruptcy bldgs, Lincoln's inn
WATSON, SYDENHAM JOHN CURRY, late Poplar walk rd, Herne hill, formerly Surveyor Nov 19 at 12 33, Carey st, Lincoln's inn
WRIGHT, WILLIAM G, Blackmore st, Drury lane, Cheesemonger Nov 19 at 2.30 33, Carey st, Lincoln's inn
YATES, JONAS, Leeds, Engineer Nov 18 at 11 Off Rec, 22, Park row, Leeds

The following amended notice is substituted for that published in the London Gazette of Nov 5.

FAIRBROTHERS, THOMAS, and JOHN COMBEY, Long Eaton, Derbyshire, Lacemakers Nov 12 at 3 Flying Horse, Nottingham

ADJUDICATIONS.

ANGOLD, W., Osnaburgh st, Regent's pk, Builder High Court Pet Oct 8 Ord Nov 6
BELLIS, WILLIAM, Litherland, Lancs. Mercantile Clerk Liverpool Pet Nov 6 Ord Nov 6
COOK, EDWARD, Stondon Massey, Essex, Farmer Chelmsford Pet Nov 6 Ord Nov 6
COOPER, WILLIAM, Wrexham, Slater Wrexham Pet Nov 5 Ord Nov 5
CUTLER, WALTER THOMAS, Babbs Farm, Yiewsley, Farmer Windsor Pet Nov 5 Ord Nov 5
DAVIS, THOMAS, Worcester, Fruit Merchant Worcester Pet Nov 6 Ord Nov 6
DRURY, RICHARD HENRY, Manningham, Bradford, Coal Merchant's Manager Bradford Pet Nov 4 Ord Nov 4
EDWARDS, GEORGE WILLIAM, Fornham, All Saints, Suffolk, Wheelwright Bury St. Edmonds Pet Nov 4 Ord Nov 4
GEE, WILLIAM, Nottingham, Fishmonger Nottingham Pet Nov 4 Ord Nov 6
GOLDSTEIN, MICHAEL ELEAZAR, Hatton Garden, Diamond Merchant High Court Pet Oct 16 Ord Nov 5
HANSFORD, GEORGE, Macclesfield, Coachbuilder Macclesfield Pet Nov 4 Ord Nov 4
HARRIS, TUDOR, Bruton st, New Bond st, Commission Agent High Court Pet Sept 24 Ord Nov 6
HINCHE, FREDERICK FRANCIS, Bradford, Baker Bradford Pet Nov 6 Ord Nov 6
HOWE, JOHN, Green st, Sittingbourne, Kent, Surgeon Canterbury Pet Oct 31 Ord Nov 6
JACKSON, JAMES, Nottingham, Book keeper Nottingham Pet Nov 4 Ord Nov 4
KENRICK, JAMES HOWARD, Coleford, Somerset, Surgeon Frome Pet Nov 5 Ord Nov 6
KING, JOHN, Upper st, Islington, Carriage Manufacturer High Court Pet Oct 26 Ord Nov 5
LIPSCOMBE, HARRY, Torquay, Tailor Exeter Pet Nov 4 Ord Nov 4
MACKINNON, J. C., Michael's grove, Brompton, Gent High Court Pet Aug 12 Ord Nov 6
MCKAY, HUGH, Gateshead, Durham, Mineral Water Manufacturer Newcastle on Tyne Pet Nov 6 Ord Nov 6
MEAD, GEORGE, Kenton st, Russell sq, Waiter High Court Pet Nov 4 Ord Nov 5
MEEK, JAMES, Portrack Grange, nr Stockton on Tees, Farmer Stockton on Tees Pet Oct 9 Ord Nov 2
MESSENGER, JOSEPH, the younger, Southport, Joiner Liverpool Pet Nov 4 Ord Nov 4
NICHOLS, JAMES, Manchester, Commission Agent Manchester Pet Nov 5 Ord Nov 5
PEARS, WALTER, Birmingham, Tobacconist Birmingham Pet Oct 23 Ord Nov 5
RICHET, ERNEST GEORGE, Redhill st, Regent's Park, Cabmaster High Court Pet Sept 28 Ord Nov 6
SALBERG, LUDWIG GEORGE, Leadenhall st, Tobacco Merchant High Court Pet Sept 23 Ord Nov 6
SHAW, EDWIN, Overmoor, Dilhorn, Staffs, Farmer Stoke on Trent Pet Nov 4 Ord Nov 4
SHERMAN, J E, Sunbury on Thames, Gent Kingston, Surrey Pet Oct 7 Ord Nov 2
SMITH, NATHAN, Amersham, Bucks, Chemist Aylesbury Pet Oct 8 Ord Nov 4
VEAL, SAMUEL, Edgware rd, Oilman High Court Pet Oct 29 Ord Nov 4
WAKEFIELD, GEORGE HENRY, and JOHN COLLINS WICKHAM, New Brompton, Gillingham, Kent, Wheelwrights Rochester Pet Nov 6 Ord Nov 6
WHITFIELD, HENRY, and WILLIAM HENRY WHITFIELD, North Evington, Leicester, Boot Manufacturers Leicester Pet Oct 1 Ord Nov 4
WILKINSON, MATTHEW, Stockton on Tees, Carver Stockton on Tees Pet Nov 5 Ord Nov 5
WILLIAMS, JAMES EUSTACE, Leatherhead, Surrey Croydon Pet Sept 20 Ord Nov 2
WOOD, THOMAS, Muston, Leicester, Farmer Nottingham Pet Nov 5 Ord Nov 5
WOODS, J E TENISON, Trafalgar Works, Trafalgar Bridge, Old Kent rd, Engineer High Court Pet July 8 Ord Nov 4

London Gazette—TUESDAY, Nov. 12.

RECEIVING ORDERS.

AUSTEN, QUELEZ, Tonbridge, Kent, Builder Tunbridge Wells Pet Nov 8 Ord Nov 8
BARFOOT, WILLIAM, Gosport, Printer Portsmouth Pet Nov 5 Ord Nov 5
BASSAM, JAMES WILLIAM, Pratt st, Camden Town, Grocer High Court Pet Nov 7 Ord Nov 7
BEARD, ALBERT EDWARD, Lydney, Glos, Grocer Newport, Mon Pet Nov 7 Ord Nov 7
BERRY, JOHN, Woolpit, Suffolk, Brickmaker's Foreman Bury St Edmunds Pet Nov 8 Ord Nov 8
BOYDEN, ALFRED, Lexden, Colchester, Butcher Colchester Pet Nov 7 Ord Nov 7
BRAZIER, JOHN HENRY, Grove rd, Bethnal Green, Builder High Court Pet Nov 7 Ord Nov 7
BROOKER, WILLIAM, Strood, Kent, Blacksmith Rochester Pet Nov 8 Ord Nov 8
BROWN, FREDERICK GEORGE, Melton Mowbray, Saddler Leicester Pet Nov 6 Ord Nov 8
CAMPKIN, JOHN, Dutton, Cheshire, Farmer Warrington Pet Oct 22 Ord Nov 7
CLARKE, WILLIAM, Stamford Bridge, Yorks, Butcher York Pet Nov 8 Ord Nov 8
COCKER, HENRY, Manchester, General Finisher Manchester Pet Nov 9 Ord Nov 9
COLLIER, JOHN, Taddington, Derbyshire, Hotel Keeper Derby Pet Nov 2 Ord Nov 6
DIXON, THOMAS, Middleton, nr Leeds, Farmer Leeds Pet Nov 7 Ord Nov 7
DOWSON, JOHN, Cockerton, nr Darlington, Durham, Farmer Stockton on Tees and Middlesborough Pet Nov 7 Ord Nov 7
FREEMANTLE, JAMES, Bitterne, Southampton, Postman Southampton Pet Nov 9 Ord Nov 9
GREEN, JOHN, and FRANK LOVELL LEE, Amherst rd, Hackney, Builders High Court Pet Nov 7 Ord Nov 7
GROOME, EDWARD THOMAS, Leicester, Boot Maker Leicester Pet Nov 6 Ord Nov 6
HACKETT, HENRY, Liverpool rd, Islington, Rag Merchant High Court Pet Oct 1 Ord Nov 8
HAZLEWOOD, MARY JANE, Heath st, Tanner's hill, Deptford, Oil Merchant Greenwich Pet Nov 5 Ord Nov 5
HILL, WILLIAM, Gainsborough, Blacksmith Lincoln Pet Nov 7 Ord Nov 7
HORN, HENRY, Thornbury, Calverley, Yorks, Commission Agent Bradford Pet Nov 7 Ord Nov 7
HORNE, JOSEPH BAWDEN, Derby, Baker Derby Pet Nov 8 Ord Nov 8
HUTCHINSON, JOHN CHARLES, Stoney st, Borough Market, Fruit Salesman High Court Pet Nov 8 Ord Nov 8
ISRAEL, JUDAH, Widegate st, Bishopsgate st, Biscuit Manufacturer High Court Pet Oct 26 Ord Nov 8
KILLCOARSE, DELIA, nee DELIA PHILBIN, Liverpool, Wholesale Fish Merchant Liverpool Pet Nov 9 Ord Nov 9
MANN, JOHN FREDERICK, Stockton on Tees, formerly Grocer Stockton on Tees Pet Nov 6 Ord Nov 6
MARSHALL, EDWIN, sen, Harborne, Staffs, late Fruiterer Birmingham Pet Nov 9 Ord Nov 9
MCCOMBIE, ROBERT BURNS, Surbiton, Surrey, Seedsman Kingston, Surrey Pet Nov 6 Ord Nov 6
MORGAN, JOHN MORRIS, Machen Upper, Mon, Manufacturing Chemist Newport, Mon Pet Nov 7 Ord Nov 7
MOYS, EDWARD, Margate, Butcher Canterbury Pet Nov 8 Ord Nov 8
NEWBY, CHARLES, Armley, Leeds, Cab Proprietor Leeds Pet Nov 7 Ord Nov 7
PEARCY, RICHARD WILLIAM, Norfolk rd, Dalston, late Dealer in Boots High Court Pet Nov 8 Ord Nov 8
POWELL, HUBERT THOMAS, Rogerstone, Mon, Butcher Newport, Mon Pet Nov 8 Ord Nov 8
RICHARDS, GEORGE THOMAS, jun, Bristol, Confectioner Bristol Pet Nov 9 Ord Nov 9
ROGERS, HARRY CORNELIUS EDWIN, Birmingham, Physician Birmingham Pet Nov 8 Ord Nov 8
SIMNETT, WILLIAM, Winshill, Staffs, Labourer Burton on Trent Pet Nov 8 Ord Nov 8
SMITH, DAVID, Sicklinghall, Yorks, late Farmer York Pet Nov 8 Ord Nov 8
STONIER, FRANCIS, Wrinehill, Staffs, Miller Hanley, Burslem, and Tunstall Pet Nov 8 Ord Nov 8
SUTHERLAND, JAMES EDWARD, Thomas st, Woolwich, Solicitor Greenwich Pet Oct 25 Ord Nov 5
TILLITSON, JOSEPH, Bank, Leeds, Journeyman Gardener Leeds Pet Nov 9 Ord Nov 9
WELLS, SAMUEL, Leeds, Butcher Leeds Pet Nov 9 Ord Nov 9
WINTER, MARY ANN, Cardiff, Grocer Cardiff Pet Nov 7 Ord Nov 7
YABSLEY, JOHN, Paignton, Devon, Builder East Stonehouse Pet Nov 8 Ord Nov 8

FIRST MEETINGS.

ALLNUTT, BENJAMIN, Addison rd North, Notting hill, Cheesemonger Nov 22 at 12 33, Carey st, Lincoln's inn
ARCHER, JOSEPH CROWSON, and GEORGE TAYLOR, Thornton Mills, Leices, Millers Nov 19 at 12.30 Off Rec, 34, Friar lane, Leicester
BALL, JAMES, High Wycombe, Bucks, Labourer Nov 19 at 12 1, St Aldate's, Oxford
BARFOOT, WILLIAM, Gosport, Printer Nov 25 at 3.30 166, Queen st, Portsea
BEARD, ALBERT EDWARD, Lydney, Glos, Grocer Nov 21 at 12.30 Off Rec, 12, Tredegar pl, Newport, Mon
BROOKER, WILLIAM, Strood, Kent, Blacksmith Dec 2 at 12.30 Off Rec, High st, Rochester
BROWN, FREDERICK GEORGE, Melton Mowbray, Saddler Nov 20 at 12.30 Off Rec, 34, Friar lane, Leicester
CAMPKIN, JOHN, Dutton, Cheshire, Farmer Nov 19 at 3.30 Off Rec, Ogden's chbrs, Bridge st, Manchester
CLARKE, WILLIAM, Stamford Bridge, Yorks, Butcher Nov 22 at 12.30 28, Stonegate, York
CLIFTON, Lord, EDWARD HENRY STUART, Dumpton Park, nr Ramsgate Nov 21 at 12.15 72, High st, Ramsgate
COCKER, HENRY, Manchester, General Finisher Nov 21 at 11.30 Off Rec, Ogden's chmbrs, Bridge st, Manchester
COLLIER, JOHN, Taddington, Derbyshire, Hotel Keeper Nov 19 at 3 Off Rec, St James's chmbrs, Derby
COOK, JOHN, Bardney, Lincs, Cottager Nov 21 at 12 Off Rec, 31, Silver st, Lincoln
DOWSON, JOHN, Cockerton, nr Darlington, Farmer Nov 21 at 11 Off Rec, 8, Albert rd, Middlesborough
GARTHWAITE, WILLIAM, New Cleo, Lincs, Photographer Nov 20 at 11 Off Rec, 3, Haven st, Gt Grimsby
GEORGE, ESAU, Winkfield, Berks, Brickmaker Nov 21 at 12 Queen's Hotel, Reading
GITTINGS, ENOCH, Bilston, Staffs, Iron Manufacturer Nov 21 at 1 Off Rec, Birmingham
GROOME, EDWARD THOMAS, Leicester, Boot Maker Nov 20 at 3 Off Rec, 34, Friar lane, Leicester
GUTTERIDGE, WILLIAM JOHN, Buckingham mews, Colville rd, Notting hill, Cab Proprietor Nov 21 at 2.30 33, Carey st, Lincoln's inn fields
HALE, EDWARD JOHN, Tue Brook, Liverpool, Late Assistant Secretary of the Mersey Docks and Harbour Board, Liverpool Nov 21 at 3 Off Rec, 35, Victoria st, Liverpool

HALSEY, WALTER, Watford, Herts, Formerly Mineral Water Manufacturer Nov 22 at 11.30 George Annesley, solicitor, St Albans

HICKS, WILLIAM CHANDOS, Birmingham, Baker Nov 21 at 11 25, Colmore row, Birmingham

HILL, WILLIAM, Gainsborough, Blacksmith Nov 21 at 12.30 Off Rec, 31, Silver st, Lincoln

HIRSCHE, FREDERICK FRANCIS, Bradford, Baker Nov 20 at 11 Off Rec, 31, Manor row, Bradford

HORN, HENRY, Thornbury, Calverley, Yorks, Commission Agent Nov 21 at 11 Off Rec, 31, Manor row, Bradford

HOWE, JOHN, Green st, nr Sittingbourne, Kent, Surgeon Nov 22 at 9.30 Off Rec, 5, Castle st, Canterbury

HUDSON, JOHN THOMAS, Woburn Sands, Beds, Butcher Nov 21 at 11.30 Off Rec, Luton, Beds

KENDRICK, JAMES HOWARD, Coleford, Somerset, Surgeon Nov 27 at 12.30 Off Rec, Bank chambers, Bristol

KIRBY, ALFRED HENRY, Bedale, Yorks, Excise Officer Nov 21 at 11 Off Rec, 8, Albert rd, Middlesborough

LAIDLER, THOMAS ROWLAND, Stockton on Tees, Bookmaker's Clerk, Nov 21 at 11 Off Rec, 8, Albert rd, Middlesborough

LEIGHTON, SARAH JANE, Durham, Chemist Nov 19 at 3.45 Three Tuns Hotel, Durham

MAINWARING, MARY ANN, Wolverhampton, Publican Nov 22 at 10.30 Off Rec, Dudley

MCEWEN, ALEXANDER, Cannon st, Merchant Nov 27 at 12 33, Carey st, Lincoln's inn

MEEK, JAMES, Portrack Grange, Stockton on Tees, Farmer Nov 21 at 11.30 Off Rec, 8, Albert rd, Middlesborough

MESSENGER, JOSEPH, the younger, Southport, Joiner Nov 20 at 2 Off Rec, 35, Victoria st, Liverpool

MORGAN, JOHN MORRIS, Machen Upper and Ynysddu, Mon, Manufacturing Chemist Nov 21 at 12 Off Rec, 12, Tredegar pl, Newport, Mon

MOYS, EDWARD, Margate, Butcher Nov 21 at 4 53, High st, Margate

NICHOLS, JAMES, Manchester, Commission Agent Nov 19 at 3 Off Rec, Ogden's chmbrs, Bridge st, Manchester

PARKINSON, WILLIAM FREDERICK, and TERESA ADELAIDE PARKINSON, Blackburn, Pawnbrokers Dec 3 at 2 County court house, Blackburn

PAYNE, GEORGE SHARPE, Aston juxta Birmingham, Journeyman Brassfounder Nov 20 at 12 25, Colmore row, Birmingham

PILKINGTON, JAMES, Horwich, Lancs, Grocer Nov 19 at 11 16, Wood st, Bolton

POWELL, HUBERT THOMAS, Rogerstone, Mon, Butcher Nov 21 at 11 Off Rec, 12, Tredegar pl, Newport, Mon

RICHARDS, GEORGE THOMAS, jun, Bristol, Confectioner Nov 27 at 11.30 Off Rec, Bank chbrs, Bristol

RICHET, ERNEST GEORGE, Redhill st, Regent's pk, Cabmaster Nov 21 at 12 33, Carey st, Lincoln's inn

SHEVILL, JOHN, Leeds, Earthenware Dealer Nov 20 at 11 Off Rec, 22, Park row, Leeds

SHORTHL, NICHOLAS, Liverpool, Boot Dealer Nov 20 at 3 Off Rec, 35, Victoria st, Liverpool

SILBY, JAMES, Westbury, Wilts, Ironmonger Nov 27 at 1 Off Rec, Bank chbrs, Bristol

SILLS, WILLIAM, Luton, Beds, Straw Hat Manufacturer Nov 21 at 11 Off Rec, Park st West, Luton

SMITH, DAVID, Sicklinghall, Yorks, late Farmer Nov 22 at 11.30 28, Stonegate, York

SPACIE, FREDERICK, Ashton, nr Rotherham, late Grocer Nov 20 at 10.30 Off Rec, Figtree lane, Sheffield

STUBBS, HENRY, Roupell st, Lambeth, Carman Nov 26 at 11 33, Carey st, Lincoln's inn fields

TILLY, GEORGE HENRY, Bristol, Grocer Nov 27 at 12 Off Rec, Bank chbrs, Bristol

TUCKER, GEORGE EDWARD WILLIAM, High st, Putney, Plumber Nov 20 at 3 119, Victoria st, Westminster

TYSON, THOMAS BALMFORTH, late of Worthing, Sussex, Pharmaceutical Chemist Nov 19 at 12 Bankruptcy bldgs, Portugal st, Lincoln's inn

VEAL, SAMUEL, Edgware rd, Oilman Nov 22 at 11 Bankruptcy bldgs, Portugal st, Lincoln's inn

WAKEFIELD, GEORGE HENRY, and JOHN COLLINS WICKHAM, New Brompton, Gillingham, Kent, Wheelwrights Dec 2 at 11.30 Off Rec, High st, Rochester

WILKINSON, MATTHEW, Stockton on Tees, Carver Nov 21 at 11 Off Rec, 8, Albert rd, Middlesborough

WOOD, THOMAS, Muston, Leics, Farmer Nov 19 at 12 Off Rec, 1, High pavement, Nottingham

ADJUDICATIONS.

BALL, JAMES, High Wycombe, Bucks, Labourer Aylesbury Pet Oct 28 Ord Nov 7

BARFOOT, WILLIAM, Gosport, Printer Portsmouth Pet Nov 5 Ord Nov 5

BASSAM, JAMES WILLIAM, Pratt st, Camden Town, Grocer High Court Pet Nov 7 Ord Nov 7

BENTON, JAMES, Sickleholme, Bamford, nr Hathersage, Derbyshire, Farmer Stockport Pet Oct 2 Ord Nov 7

BERRY, JOHN, Woolpit, Suffolk, Brickmaker's Foreman Bury St Edmunds Pet Nov 8 Ord Nov 8

BOYDEN, ALFRED, Lexden, Colchester, Butcher Pet Nov 7 Ord Nov 7

BRAZIER, JOHN HENRY, Grove rd, Bethnal Green, Builder High Court Pet Nov 7 Ord Nov 7

CLARKE, WILLIAM, Stamford Bridge, Yorks, Butcher York Pet Nov 8 Ord Nov 8

COLLIER, JOHN, Taddington, Derbyshire, Hotel Keeper Derby Pet Nov 2 Ord Nov 7

DIXON, THOMAS, Middleton, nr Leeds, Farmer Leeds Pet Nov 7 Ord Nov 7

DOWSON, JOHN, Cockerton, nr Darlington, Farmer Stockton on Tees and Middlesborough Pet Nov 7 Ord Nov 7

FREEMANTLE, JAMES, Bitterne, Southampton, Postman Southampton Pet Nov 9 Ord Nov 9

BROOKER, WILLIAM, Strood, Kent, Blacksmith Rochester Pet Nov 8 Ord Nov 8

HARRISON, FRANCIS, Boston, Lincs, Plumber Boston Pet Oct 25 Ord Nov 8

HAZLEWOOD, MARY JANE, Heath st, Tanner's hill, Deptford, Oil Merchant Greenwich Pet Nov 5 Ord Nov 5

HILL, WILLIAM, Gainsborough, Blacksmith Lincoln Pet Nov 7 Ord Nov 7

HORN, HENRY, Thornbury, Calverley, Yorks, Commission Agent Bradford Pet Nov 7 Ord Nov 7

HORNE, JOSEPH BAWDEN, Derby, Baker Derby Pet Nov 8 Ord Nov 8

HUMBY, JOHN, Southampton, Toy Dealer Southampton Pet Oct 29 Ord Nov 7

HUTCHINSON, JOHN CHARLES, Stoney st, Borough Market, Fruit Salesman High Court Pet Nov 8 Ord Nov 8

MACDERMOT, JOHN CHARLES, Ryde, I. W., Hotel Keeper Ryde Pet Oct 17 Ord Nov 9

MANN, JOHN FREDERICK, Stockton on Tees, formerly Grocer Stockton on Tees Pet Nov 6 Ord Nov 6

MCCOMBIE, ROBERT BURNS, Surbiton, Surrey, Seedsman Kingston, Surrey Pet Nov 6 Ord Nov 9

MOSELEY, WILLIAM, Birmingham, Coal Dealer Birmingham Pet Oct 22 Ord Nov 7

MOYS, EDWARD, Margate, Butcher Canterbury Pet Nov 7 Ord Nov 8

NEWBY, CHARLES, Armley, Leeds, Cab Proprietor Leeds Pet Nov 7 Ord Nov 7

PEARCY, RICHARD WILLIAM, Norfolk rd, Dalston, late Dealer in Boots High Court Pet Nov 8 Ord Nov 8

REDGRAVE, GEORGE E., Smethwick, Staffs, Auctioneer West Bromwich Pet Oct 21 Ord Nov 8

SHORTHL, NICHOLAS, Liverpool, Boot Dealer Liverpool Pet Oct 19 Ord Nov 7

SIMMETT, WILLIAM, Winshill, Staffs, Labourer Burton on Trent Pet Nov 8 Ord Nov 8

SMITH, DAVID, Sicklinghall, Yorks, late Farmer York Pet Nov 8 Ord Nov 8

STONIER, FRANCIS, Wrinehill, Staffs, Miller Hanley, Burslem, and Tunstall Pet Nov 8 Ord Nov 8

TAYLOR, ALFRED, Oswestry, Salop, Boot Maker Wrexham Pet Oct 28 Ord Nov 7

TILLITSON, JOSEPH, Leeds, Journeyman Gardener Leeds Pet Nov 9 Ord Nov 9

TUCKER, GEORGE EDWARD WILLIAM, High st, Putney, Plumber Wandsworth Pet Oct 9 Ord Nov 7

WELLS, SAMUEL, Leeds, Butcher Leeds Pet Nov 9 Ord Nov 9

WINTER, MARY ANN, Cardiff, Grocer Cardiff Pet Nov 7 Ord Nov 7

BANKRUPTCY ANNULLED.

MARCHANT, ROBERT MUDGE, Canonbury villas, Islington, Civil Engineer High Court Adjud May 10, 1887 Annul Nov 7

SALES OF ENSUING WEEK.

Nov 20.—Messrs. EDWIN FOX & BOUSFIELD, at the Mart, E.C., at two o'clock, Shares in the Sun Life Assurance Co. (see advertisement, this week, p. 4).

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